



**Town of Amherst, NH**  
**BOARD OF SELECTMEN AGENDA**  
Barbara Landry Meeting Room  
2 Main Street  
**MONDAY, MARCH 18, 2024 6:30 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Citizens' Forum**
- 4. Board of Selectmen Reorganization**
  - 4.1. Board reorganization and committee assignments
- 5. Scheduled Appointments**
  - 5.1. Amherst Highway Safety Committee
    - Discussion re No Through Truck Traffic Ordinance on Boston Post Road
    - Discussion re No Engine Brakes Boston Post Road
- 6. Administration**
  - 6.1. 457(b) Secure Act 1 Election forms for 457 (b) Deferred Compensation plans with Corebridge (VALIC) and Mission Square (ICMA)
  - 6.2. Rail Trail Referendum discussion
  - 6.3. BOS Action Items
- 7. Staff Reports**
  - 7.1. DPW- Request for Authorization to expend CRF funds
  - 7.2. DPW-Road Work Bid
  - 7.3. DPW- PD Roof Bid
  - 7.4. DPW- Church Steeple Painting Bid
  - 7.5. Land Bond for purchase/refinance

- 7.6. Employer Election to Participate in the NH Retirement System
- 7.7. FY25 Seasonal Wage Scale - Effective 4-7-24

**8. Approvals**

- 8.1. Use of Town Common, Memorial Day Parade: Friday, May 24, 2024
- 8.2. Use of Town Common, Fourth of July Celebration
- 8.3. Atlas Fireworks Permit for Wholesale/Retail Sale of Permissible Fireworks
- 8.4. 2023 Elderly Tax Deferrals
- 8.5. Assessing
- 8.6. AP, Payroll and Minutes

**9. Action Items**

**10. Old/New Business**

**Adjournment**

**Next Meeting: April 1, 2024**

You are invited to a Zoom webinar.

When: Mar 18, 2024 06:30 PM Eastern Time (US and Canada)

Topic: BOS Meeting March 18, 2024

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83098131707>

Or Telephone: +1 305 224 1968 US

Webinar ID: 830 9813 1707



<b>BOARD OF SELECTMEN ASSIGNMENTS BY CHAIR</b>		<u>2024-2025</u>	<u>2023-2024</u>	<u>2022-2023</u>
<b>COMMISSIONS</b>				
Conservation Commission	Non Voting		Peter Lyon	Peter Lyon
Heritage Commission	Voting		Tom Grella	Tom Grella
Historic District Commission	BOS (Voting)		Tom Grella	Tom Grella
Recreation Commission	Non Voting		Danielle Pray	Danielle Pray
Roads & Bridges Commission	Voting		Tom Grella	Tom Grella
<b>COMMITTEES</b>				
Baboosic Lake Septic Committee			Peter Lyon	
Bicycle & Pedestrian Advisory	Liaison		Peter Lyon	Peter Lyon
Capital Improvement Committee	Voting		John D'Angelo	John D'Angelo
Energy Committee			Bill Stoughton	
Highway Safety Committee	BOS (Voting)		John D'Angelo	John D'Angelo
Stormwater Committee			Tom Grella	Tom Grella
<b>LIAISONS</b>				
Legislative Liaison			Danielle Pray	Danielle Pray
Schools	Non Voting		John D'Angelo	John D'Angelo
Cemetery Trustees	Non Voting		Peter Lyon	Peter Lyon
Library Trustees	Non Voting		Danielle Pray	Danielle Pray
<b>REPRESENTATIVES</b>				
Planning Board	BOS (Voting)		Bill Stoughton/John D'Angelo (alt)	Bill Stoughton/John D'Angelo (alt)
Trustee of the Trust Fund	?		John D'Angelo	John D'Angelo
Master Plan Steering Committee			Ended	Danielle Pray

For REORG  
AGENDA

February 27, 2024

Peter Lyon, Chair  
Town of Amherst Board of Selectmen  
P.O. Box 960  
Amherst, NH 03031



Dear Chairman Lyon:

The Town of Amherst is a member of the Nashua Region Solid Waste Management District (NRSWMD). Involvement in the NRSWMD provides many benefits to your municipality, including participation in six household hazardous waste (HHW) collections annually. In 2023, 1,717 households participated in these events district-wide, diverting 158,598 pounds of hazardous materials from the waste stream, saving members money, and protecting the local environment. These events and other services are funded by municipal assessments, user fees, and grant funding received by the Nashua Regional Planning Commission (NRPC) from the NH Dept. of Environmental Services. The NRSWMD is staffed by NRPC.

The NRSWMD is comprised of eleven member municipalities, each of which has a district representative. We want to ensure that your community is fully represented on the NRSWMD and to provide you with the opportunity to reappoint your current representative or appoint a new representative at your discretion. The NRSWMD meets quarterly in March, June, September, and December at the NRPC office in Nashua. The meetings usually last for 1-1.5 hours. Members are notified of upcoming meetings via email, and meeting dates and times are also posted to the NRPC website: [www.nashuarpc.org](http://www.nashuarpc.org).

It is important that you select a representative who can regularly attend these quarterly meetings and an alternate who can fill in when your primary representative is unavailable. The NRSWMD's Cooperative Agreement requires that a quorum of six member municipalities be present to conduct business during the meetings. If a quorum is not present, time-sensitive decisions cannot be made. More importantly, we have found that municipalities with more active representatives tend to have higher participation rates in the HHW collection events.

To confirm or change your representative to the NRSWMD, please review and update the information on the following page. We would appreciate it if you could return the attached appointment form by May 1, 2024. If you have any questions, you can contact me at 417-6570 or email [jaym@nashuarpc.org](mailto:jaym@nashuarpc.org).

Sincerely,

Jay Minkarah  
Executive Director

**NASHUA REGIONAL PLANNING COMMISSION**

**The Town of Amherst would like to confirm its current representative on the NRSWMD**

Current Amherst NRSWMD Representative

Name/Title: Eric Slosek, Amherst Public Works Director  
Address: 22 Dodge Road, Amherst, NH 03031  
Cell/Work Phone: 603-673-2317 x402  
Email: [eslosek@amherstnh.gov](mailto:eslosek@amherstnh.gov)

**The Town of Amherst would like to appoint a new representative to the NRSWMD**

New Amherst NRSWMD Representative

Name/Title:  
Address:  
Cell/Work Phone:  
Email:

**The Town of Amherst would like to appoint an alternate representative in the event that the primary representative cannot participate in NRSWMD meetings or official business.**

Alternate Amherst NRSWMD Representative

Name/Title:  
Address:  
Cell/Work Phone:  
Email:

The signature of the Appointing Official as listed below confirms the above named individual(s) shall be appointed as the Town of Amherst NRSWMD representative(s) for the period of July 1, 2024 to June 30, 2025.

\_\_\_\_\_  
Board of Selectmen Chair

\_\_\_\_\_  
Date

**Please return to:**  
*Jay Minkarah, Nashua Regional Planning Commission*  
*30 Temple St, Suite 310*  
*Nashua, NH 03060*



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Amherst Highway Safety Committee **Department:** Police Department

- Discussion re No Through Truck Traffic Ordinance on Boston Post Road
- Discussion re No Engine Brakes Boston Post Road

**Meeting Date:** March 18, 2024

**Staff Contact:** Anthony Ciampoli

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## **BACKGROUND INFORMATION:**

The Amherst Highway Safety Committee has attended several meetings regarding "Through Trucking" in the Village. After research and deliberation the committee took the issue of "No Through Trucking" and a prohibition against the use of compression braking to two separate votes. The committee recommendation was not in favor of passing an ordinance for N.T.T. and supports the enactment of "No Compression Engine Braking". A detailed report of our findings as well as a draft ordinance is attached.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

None

## **POLICY IMPLICATIONS:**

Would require public hearing if BOS moves toward enactment.

## **DEPARTMENT HEAD RECOMMENDATION:**

Please accept the attached recommendation and draft ordinance for further deliberation.

## **SUGGESTED MOTION:**

Move to accept the recommendation/findings report and draft ordinance from the Amherst Highway Safety Committee.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

### **ATTACHMENTS:**

1. No Through Trucking Rec Final
2. No Engine Braking Ordinance





## **Memorandum**

**To:** Board of Selectmen

**Cc:** Dean E. Shankle, Jr., Ph.D.

**From:** Anthony E. Ciampoli, Chief of Police

**Date:** March 1, 2024

**Re:** *Highway Safety Committee Recommendations*

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On January 4<sup>th</sup> and 25<sup>th</sup>, 2024 the Amherst Traffic Safety Committee met to discuss several issues, but the most prevalent at hand was the “No Through Trucking” discussion regarding Boston Post Road. As a committee we were tasked to explore the feasibility and necessity of this ordinance as well as a “No Engine Braking” ordinance.

This concern has been voiced for some time and some residents have called for action. The Nashua Regional Planning Commission completed a road study to understand the frequency of commercial traffic through the affected areas. The results of this study identified that our traffic was unremarkable when compared to averages across the country. The average for rural interstates is 23.7% and 11.4% on urban interstates nationally. The study identified statistics on different sections of Mont Vernon Road, New Boston Road and Boston Post Road ranging from 6.1% to a high of 14.5% which fall well under the national 23.7% of rural interstate statistics.

Though the study was requested to derive the frequency of commercial vehicle traffic, the recording instrument was also able to capture speeds by vehicle type and the results were unexpected when compared to the last study done to determine the efficacy of the speed feedback sign on Boston Post Road at Sunset Road. The 85<sup>th</sup> percentile speed for all trucks going through these areas ranged from 10.4-14.4 mph over their respective speed limits (30 and 25 mph zones). This is a heightened concern for truck traffic. Higher weights equate to longer stopping distances and increased reliance on engine compression brakes to reduce speeds. Meaning both road noise and compression braking noise will be at higher levels than if these vehicles were within the specified limits.

Location	Speed Information for only Truck traffic		Speed Information for All vehicle types	
	Average Speed	85 <sup>th</sup> Percentile	Average Speed	85 <sup>th</sup> Percentile
Chestnut Hill Rd – near Wolfe Lane	35.1	41.3	35.1	40.8
Mont Vernon Rd - east of Secomb Rd	35.0	40.3	35.0	40.3
Boston Post Rd – north of New Boston Road	39.5	44.4	38.2	43.2
New Boston Rd – near Mont Vernon town line	37.8	42.4	36.8	41.4
New Boston Rd - south of Brookwood Drive	36.5	40.4	35.8	40.0
Boston Post Rd - south of New Boston Road	32.1	38.1	30.5	36.4

Through the two meetings it was clear that the committee reached consensus on the issue of “No Engine Braking”. After thorough analysis of the issue, the benefit of the ordinance outweighs the impact to commercial drivers. Though it is important to note that several committee members felt that this ordinance was not a safety-related concern, the apparent benefit seemed to make it plausible. The areas of consideration are Boston Post Road at Mont Vernon Rd to Amherst Street and New Boston Road. The grade of these sections of roadway makes the use of compression braking unnecessary and in an emergency situation the ordinance would allow for its use. The committee voted unanimously to draft an ordinance of the same and recommends its enactment.

The committee also analyzed the “No Through Trucking” issue and this proved to be more difficult. By virtue of committee name, safety is our main priority. Committee members struggled with whether this issue was a “safety” concern or a “quality of life” concern. The facts are that we found no empirical data that articulates commercial motor vehicles as a safety hazard. The speed data from this recent NRPC study showed that ALL vehicles were traveling in excess of the speed limit. The committee was particularly concerned that the 85-percentile speed data suggests that there is not a “speeding” issue as much as is a “speed limit” issue. In other words, the road design and data appear to safely support speeds in excess of the 25-mph limit. There was additional discussion of whether schools being in proximity to the road inherently make truck traffic unsafe. Several members opined that neither the Clark, nor the Wilkins School are close to Boston Post Road and that the school zone beacons and reduced speeds during school zone times effectively manage this safety concern. Concerns were also raised that the proposal of a time restricted ordinance for NTT would not address both the morning and the afternoon school times.

Restricting trucking could have significant economic repercussions, especially for businesses that rely on efficient transportation of goods and services. This could lead to higher delivery costs and higher consumer prices. Trucking routes are chosen for their efficiency, and it is without question that the assumed Route 13 to Amherst Street diversion is less direct. This will increase fuel consumption, the overall environmental impact, and vehicle/roadway infrastructure maintenance.

Residents of Boston Post Road were present for both meetings and several commercial drivers were present for the second. Each side had a chance to place their individual concerns on the record and the room was obviously divided. After much research, I proposed a time restricted No Through Trucking ordinance for consideration and I will later explain why. The committee took this issue to a vote on whether to recommend this ordinance and the vote was 4-1 in opposition to the ordinance. I was the only vote in favor of the ordinance.

Despite finding no concrete safety incidents of note, as the Chief of Police, my vote was tailored in recognition that the concept of safety can vary among residents. The subjective feeling of safety is something I always have in mind. My vote to recommend encompassed concerns about pedestrian safety, commuting, and residential well-being in the presence of commercial truck traffic in the compact village setting where we have two elementary schools. Simply put, my position was to be proactive in addressing the matter before having the “incident” that quantifies the safety concern.

As the authority to enact such an ordinance is enshrined in NH RSA's, the Board could certainly pursue the enactment despite the committee stance. If the BOS were inclined to consider the enactment of a “No Through Trucking” ordinance it is important to note the legal parameters of such action as well as any legal concerns surrounding this initiative. Several issues were noted upon looking into this matter. It was noted that several of our current ordinances did not meet statutory muster. Guidelines for the enactment of an ordinance express that a weight designation needs to be articulated within the ordinance for it to be valid. Merrimack Road and Austin Road were found not to include this information. Courthouse Road appears to not have a supporting ordinance on record at all. The placement of the Courthouse sign is also troublesome as it does not allow a viable alternative route when the operator comes upon it. This discovery necessitates the amendment or repeal of these governing ordinances.

The issues surrounding the enforcement of a blanket No Through Trucking (NTT) policy have been highlighted after seeking input from town counsel and police chiefs across the state. The concerns primarily revolve around the disparities in enforcement standards between local police departments and the NHSP truck enforcement unit.

Specifically, the NHSP truck enforcement unit enjoys broad authority to stop commercial vehicles for various checks, including weight and safety inspections, without needing specific evidence of a violation. In contrast, local police departments are constrained by the requirement of confirming a violation before initiating a stop, necessitating following a vehicle through the entire NTT zone to substantiate the suspicion. The impracticality and inefficiency of such a practice are underscored, raising valid concerns about the viability of enforcing a blanket NTT policy at the local level.

In our discussions, town counsel has emphasized the importance of ensuring that our proposed ordinance is not discriminatory and is firmly grounded in verifiable facts. The primary concern centers around addressing disruptions to the peace caused by the excessive noise generated by large commercial vehicles with homes being in proximity to the roads in question. As we considered potential solutions, it appears that opting for a No Through Trucking approach with a time limitation (8pm-8am) as well as a process for hardship waiver might align more closely with our specific concerns while being less discriminatory. As the committee voted 5-0 in favor of recommending a “No Engine Braking Ordinance”, we have attached a draft ordinance for your consideration.



**TOWN OF AMHERST**  
**ORDINANCE**

**1. Purpose:**

To regulate the excessive noise created by certain motor vehicles employing engine compression brakes that have been found to have an adverse effect and are a detriment to public comfort and quality of life to the residents of the Town of Amherst. Furthermore, such action is deemed unnecessary on certain roadways of standard grade.

**2. Title:**

This Ordinance shall be known and may be cited as the “No Engine Braking Ordinance of the Town of Amherst.”

**3. Authority:**

NH RSA 31:39, I (n)

**4. Definitions:**

For the purpose of this ordinance, the term "engine braking" shall refer to the act of using compression release engine brakes, commonly known as "Jake brakes," on any motor vehicle.

**5. Engine Brakes:**

It shall be unlawful at all times (24 hours a day/7 days a week) for the driver of any vehicle to use or operate, or cause to be used or operated any Compression Engine Brake on any of the following Roads in Town, **except** in an emergency:

- a) Boston Post Road, between Mont Vernon Road and Amherst Street
- b) New Boston Road, between the Mont Vernon town line and Boston Post Road

**6. Exemption:**

Any Town of Amherst vehicle being used for official town business/work shall be exempt from this ordinance.

**7. Posting:**

A sign shall be erected at each end of the above roadways giving notice of this ordinance.

**8. Penalty**

Whoever violates this ordinance shall be guilty of a violation and shall be fined \$100 for a first offense and \$200 for a subsequent offense.

**EFFECTIVE DATE**

Having held a public hearing, the Board of Selectmen voted to adopt this Ordinance on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, which shall be the effective date hereof.

IN WITNESS HEREOF, a majority of the Board of Selectmen have hereunder set their hands.

TOWN OF AMHERST  
BOARD OF SELECTMEN

\_\_\_\_\_  
Peter Lyon, Chair

\_\_\_\_\_  
Danielle Pray, Vice Chair

\_\_\_\_\_  
Thomas Grella

\_\_\_\_\_  
William Stoughton

\_\_\_\_\_  
John D'Angelo



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** 457(b) Secure Act 1 Election forms for 457 (b) Deferred Compensation plans with Corebridge (VALIC) and Mission Square (ICMA)

**Department:** Administration

**Meeting Date:** March 18, 2024

**Staff Contact:**

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## **BACKGROUND INFORMATION:**

An active employee has requested we consider a change in our contract with our 457 (b) deferred Compensation Plans, allowing an active employee to disperse funds after reaching the age of 59 1/2, in accordance with the Miners Act.

We have reached out to both Corebridge (formerly Valic) and Mission Square (formerly ICMA) and they have sent us election forms to initiate that change.

## **Miners Act Provision**

In-service distributions for money purchase pension, defined benefit and governmental 457(b) plans. The Miners Act reduces the minimum age for in-service distribution from pension plans (i.e., money purchase and defined benefit plans) from age 62 to age 59½ and, for governmental 457(b) plans, from age 70½ to age 59½.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Corebridge (Valic)62881.001 457(b) SECURE Act 1.0 Checklist CRBG
2. Mission Square SECUREActElectionForm (1)

# SECURE Act Plan Sponsor Update and Optional Plan Provisions Checklist

On December 20, 2019, as part of federal appropriations legislation, the Setting Every Community Up for Retirement Enhancement Act (SECURE Act) and the Bipartisan American Miners Act of 2019 (Miners Act) became law. The SECURE Act provisions have a significant impact on tax-qualified retirement plans, and the Miners Act includes a provision impacting certain qualified and governmental 457(b) plans. Although plan amendments reflecting these provisions are not required until the last day of the 2022 plan year (*i.e.*, December 31, 2022 for calendar year plans) or, for governmental plans, the last day of the 2024 plan year (*i.e.*, December 31, 2024 for calendar year governmental plans), plan sponsors may operationally implement changes to their plans as soon as provisions are effective.

To assist plan sponsors in documenting operational implementation of the SECURE Act and Miners Act changes, Corebridge Financial has developed a SECURE Act Checklist.

For those plan provisions considered optional, in the event the Plan Sponsor makes no election, Corebridge Financial will continue to administer the plan according to the current terms.

## SECURE Act Provisions

**Increase in age for Required Beginning Date for required minimum distributions.** The SECURE Act changes the age on which the Required Beginning Date for required minimum distributions is based from the calendar year in which a participant attains age 70½ to the calendar year in which a participant attains age 72. Present law continues to apply to participants who attained age 70½ prior to January 1, 2020, and the Required Beginning Date (unless the participant is a 5% owner of the employer) remains the later of attainment of the specified age (70½ or 72) or retirement from the employer sponsoring the plan.

- This provision is effective for distributions required to be made after December 31, 2019, with respect to participants who attain age 70½ after such date.
- This provision is applicable to all 401(a)/(k) defined contribution, 401(a) defined benefit, 403(b) and 457(b) plans.

**Change in post-death minimum distribution rules for defined contribution plans.** The SECURE Act changes the post-death required minimum distribution rules applicable to defined contribution plans (but not defined benefit plans) with respect to required minimum distributions to designated beneficiaries. Distributions must be completed by the end of the 10<sup>th</sup> calendar year following death of the participant (exceptions for certain beneficiaries including a surviving spouse, the participant's minor child until age of majority, a chronically ill or disabled beneficiary or a beneficiary who is not more than 10 years younger than the participant). The rule for a beneficiary who does not qualify as a "designated beneficiary" has not changed; if the participant dies before RMDs have begun, those distributions will be required within five years following the participant's death.

- This provision applies to distributions with respect to participants who die after December 31, 2019 (December 31, 2021 for governmental plans).
- This provision is applicable to all 401(a)/(k) defined contribution, 403(b) and governmental 457(b) plans (pending clarification of application to tax-exempt 457(b) plans). The provision is not applicable to 401(a) defined benefit plans.

**Prohibition from making loans through credit cards.** Effective for participant loans made after December 20, 2019, a plan may not make any participant loan through any credit card or any other similar arrangement.

- This provision is effective for participant loans made after December 20, 2019.
- This provision is applicable to all 401(a)/(k) defined contribution, 401(a) defined benefit, 403(b) and governmental 457(b) plans.

**"Difficulty of care" payments treated as compensation for Code §415 purposes.** The SECURE Act adds nontaxable "difficulty of care" payments as compensation for determining the Code §415 limits for an individual.

Further, any contributions of difficulty of care payments made to the plan are considered after-tax contributions. “Difficulty of care” payments are only made to certain qualified foster care providers.

- The provision applies to plan years beginning after December 31, 2015.
- The provision applies to 401(a)/(k) defined contribution and 403(b) plans.

**Long-term part-time employees eligible to participate in 401(k) plan.** The SECURE Act requires plan sponsors with 401(k) plans to have a dual eligibility requirement under which an employee must complete either: (a) one year of service (with the 1000-hour rule); or (b) three consecutive years of service where the employee completes at least 500 hours of service. In the case of employees who are eligible solely by the new reason described in (b), the plan sponsor may elect to exclude such employees from nondiscrimination and coverage testing and application of the top-heavy vesting and benefit rules. A plan sponsor will also not be required to make matching or nonelective contributions on behalf of such employees, and could continue to impose a requirement that the employee attain age 21 before participating in the plan. Also, in the case of such employees, each 12-month period for which the employee has at least 500 hours of service shall be treated as a year of service for vesting purposes and will not be treated as a 1-year break in service.

- The provision applies to plan years beginning after December 31, 2020, except that for purposes of the new eligibility criteria, 12-month periods beginning before January 1, 2021, will not be taken into account.
- The provision applies to 401(k) defined contribution plans.

**Elimination of notice requirement for nonelective safe harbor 401(k) and 403(b) plans.** The SECURE Act eliminates the safe harbor notice requirement with respect to nonelective 401(k) safe harbor plans and 403(b) safe harbor plans, including QACA safe harbor plans.

Also under the provision, a plan can be amended to become a safe harbor nonelective plan after the start of a plan year (1) if elected up to 30 days before the end of the plan year or (2) on or after the 30<sup>th</sup> day before the end of the year, as long as the amendment is made by the close of the following plan year, and the nonelective contribution is at least 4%.

- This provision is effective for plan years beginning after December 31, 2019.
- The provision applies to nonelective safe harbor 401(k) defined contribution plans and 403(b) plans and those plans that are amended into nonelective safe harbor plans.

**Portability of lifetime income options.** The SECURE Act allows 401(a)/(k) defined contribution plans, 403(b) plans, or governmental 457(b) plans can make a direct trustee-to-trustee transfer to another employer-sponsored retirement plan or IRA, or distributions of a lifetime income investment in the form of a qualified plan distribution annuity if a lifetime income investment is no longer authorized to be held as an investment option under the plan.

- The provision applies to plan years beginning after December 31, 2019.
- The provision applies to 401(a)/(k) defined contribution plans, 403(b) plans, and governmental 457(b) plans that have lifetime income investments. The provisions do not apply to defined benefit plans.
- **An employer must make an election to apply this provision.**

**Withdrawals for birth or adoption of a child.** Under the SECURE Act, plan sponsors may add a new distributable event for the birth or adoption of a child. Qualified birth or adoption distributions must be made within the 1 year period following birth or adoption with a maximum distribution of \$5,000 per individual child. In addition, qualified birth or adoption distributions may be recontributed to an individual’s applicable eligible retirement plans, subject to certain requirements. If the new distributable event is elected, the plan must permit the participant to repay the amount distributed from the plan.

Finally, regardless of distribution eligibility reason, if any distribution from an applicable eligible retirement plan would be a qualified birth or adoption distribution, the SECURE Act creates a new exception to the 10-percent early withdrawal tax.

- The provision applies to plan years beginning after December 31, 2019.
- The provision applies to 401(a)/401(k) defined contribution plans, 403(b) plans, and governmental 457(b) plans.
- **An employer must make an election to apply this provision.**

**Increase in cap for automatic enrollment/automatic escalation for QACA safe harbor 401(k)/403(b) plan.** The 10% limit on the default contribution rates under a qualified automatic contribution arrangement (QACA) safe harbor plan for automatic enrollment and automatic escalation is increased to 15% after the first plan year in which the employee is automatically enrolled. In the first year, the default contribution rate still cannot exceed 10%.

- This provision is effective for plan years beginning after December 31, 2019.
- The provision applies to QACA safe harbor 401(k) and QACA safe harbor 403(b) plans.
- **An employer must make an election to apply this provision.**

## **Miners Act Provision**

**In-service distributions for money purchase pension, defined benefit and governmental 457(b) plans.** The Miners Act reduces the minimum age for in-service distribution from pension plans (i.e., money purchase and defined benefit plans) from age 62 to age 59½ and, for governmental 457(b) plans, from age 70½ to age 59½.

- The provision applies to plan years beginning after December 31, 2019.
- The provision applies to 401(a) money purchase, 401(a) defined benefit and governmental 457(b) plans.
- **An employer must make an election to apply this provision.**

**SECURE Act**  
**Optional Plan Provisions Checklist**  
**Governmental and Tax-Exempt 457(b) Plans**

(Please complete one selection form per Plan.)

Plan Sponsor Name: \_\_\_\_\_

Plan Name: \_\_\_\_\_

Corebridge Financial Plan ID (3-digit number): \_\_\_\_\_

Corebridge Financial Employer (Group) ID (5-digit number): \_\_\_\_\_

**Please indicate by checking the applicable boxes below the optional plan provisions the plan sponsor directs Corebridge Financial to implement for the above Plan:**

**1. [Mandatory] Increase in age for Required Beginning Date for required minimum distributions.**

This provision is effective for distributions required to be made after December 31, 2019, with respect to participants who attain age 70 ½ after such date.

This provision applies to both governmental and tax-exempt 457(b) plans.

**2. [Mandatory] Change in post-death rules for defined contribution plans.**

This provision applies to distributions with respect to participants who die after December 31, 2019 (December 31, 2021 for governmental plans).

This provision applies to governmental 457(b) plans (pending clarification of application to tax-exempt 457(b) plans).

**3. [Mandatory] Prohibition from making loans through credit cards.**

This provision is effective for participant loans made after December 20, 2019.

This provision applies only to governmental 457(b) plans. Tax-exempt 457(b) plans cannot allow participant loans.

**4.  [Optional] Portability of lifetime income options.**

The provision applies to plan years beginning after December 31, 2019.

The provision applies to governmental 457(b) plans that have lifetime income investments.

**An employer must make an election to apply this provision.**

**5.  [Optional] Withdrawals for birth or adoption of a child.**

The provision applies to plan years beginning after December 31, 2019.

The provision applies to governmental 457(b) plans that elect to allow withdrawals for the birth or adoption of a child.

**An employer must make an election to apply this provision.**

With respect to the Plan, qualified birth or adoption distributions are available to Plan participants as of _____ [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019].
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6.  [Optional] **In-service distributions for governmental 457(b) plans. (Miners Act)**

The provision applies to plan years beginning after December 31, 2019.

The provision applies only to governmental 457(b) plans.

**An employer must make an election to apply this provision.**

With respect to the Plan, a participant may withdraw all or any portion of his/her vested account balance, upon the attainment of age \_\_\_\_\_ [may not be earlier than age 59½], effective as of \_\_\_\_\_ [insert date no earlier than the first day of the Plan Year beginning after December 31, 2019].

***PLEASE NOTE:** If Corebridge Financial is not providing plan document services for your Plan, you will need to provide your elections with respect to the above optional plan provisions, which could be by a copy of this Checklist, to your plan document provider and, if you are utilizing an IRS-approved prototype or volume submitter plan document, your elections may be subject to limitations in that document.*

The information in this Plan Sponsor Update and Optional Plan Provisions Checklist reflects authority and guidance at the time provided and could change as a result of future guidance. The information is not intended as legal or tax advice and plan sponsors should consult their legal counsel for advice concerning their specific situation.

**By signing below, I represent that I am authorized to make the above elections for the Plan.**

\_\_\_\_\_  
Signature of Authorized Plan Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement (SECURE) Act of 2019 and related legislation.

**A. In-Service Distributions at Age 59.5**

The Plan will permit in-service withdrawals at age 59.5 (NOTE: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age by submitting a revised Adoption Agreement.)

Yes  No ("No" is the default provision under the Plan if no selection is made.)

**B. Qualified Birth and Adoption Distribution**

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant. (Note to 401(a) Money Purchase Plan Sponsors: such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.)

*Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.*

Yes  No ("No" is the default provision under the Plan if no selection is made.)

**401(a) Money Purchase Plan and 401(a) Profit Sharing Plan Sponsors Only:** Please indicate whether you wish to waive the limit of two in-service withdrawals per year to allow for one or more Qualified Birth and Adoption distribution.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

If you elect to offer a Qualified Birth and Adoption distribution, please indicate whether plan participants will be able to roll a Qualified Birth and Adoption distribution back into the plan regardless of whether the plan allows for other incoming rollovers.

Yes  No ("Yes" is the default provision under the Plan if no selection is made.)

**C. MissionSquare Retirement Income Advantage In-Service Distribution (NOTE: only applicable to plans that have the MissionSquare Retirement Income Advantage as an available investment option).**

In the event the MissionSquare Retirement Income Advantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

By signing below, we intend to amend the plan to allow these procedures as of the date below or as soon as administratively feasible. Please submit one form per plan number.

Employer Plan Number: \_\_\_\_\_ Employer Plan Name: \_\_\_\_\_

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)

<b>This form can be returned online, by fax, or mail using the information below.</b>	
<p><i>Online:</i> Submit through secure messaging to: www.employers.msqplanservices.org</p> <p><i>Fax to:</i> MissionSquare Plan Services (844) 677-3297</p>	<p><i>Mail to:</i> MissionSquare Plan Services P.O. Box 219320 Kansas City, MO 64121-9320</p>

59006-1022-W2624



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Rail Trail Referendum discussion  
**Meeting Date:** March 18, 2024

**Department:** Administration  
**Staff Contact:**

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## **BACKGROUND INFORMATION:**

### **ARTICLE 35: Rail Trail Referendum**

To see if the Town is in favor, in the future, of raising and appropriating the total amount up to \$336,000 over three successive fiscal years (2026, 2027, and 2028) to serve as the required match for a New Hampshire Department of Transportation grant for a new rail trail two plus miles in length and extending from Walnut Hill Road to Baboosic Lake Road, with a spur to the Meeting Place Mall, with construction estimated to begin in 2027 and completion estimated in 2029. The NH DOT grant requires a 20% match from the Town; the NH DOT is offering to provide a grant in the amount of \$1.346M. If supported by the voters, the Board of Selectmen will enter into an agreement with NH DOT and will come back to the voters with a request for funding at a future Town meeting. (Advisory only) (No Tax impact) (Majority vote required).

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

None



**Town of Amherst, NH  
BOARD OF SELECTMEN  
STAFF REPORT**

**Title:** BOS Action Items  
**Meeting Date:** March 18, 2024

**Department:** Administration  
**Staff Contact:**

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**BACKGROUND INFORMATION:**

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

1. BOS Action Items 2024 - as of 2-26-24

**AMHERST BOS ACTION ITEMS**

ITEM	CREATION DATE	DUE DATE	PERSONS RESPONSIBLE	NOTES
1 BOS discuss village truck traffic ban	5/8/23	3/18/24	Dean, Chief Ciampoli	Obtain Highway Safety Committee recommendations, including draft ordinance.
2 Ensure AFR Solar Panels Functioning and Town is Receiving Net-Metering credit	2/12/24	3/18/24	Dean, Chief Conley	
3 Written request for impact fee expenditure for Buck Meadow Engineering per policy	11/20/23	3/18/24	Craig	
4 Discussions re revision to Mont Vernon Ambulance Contract	6/26/23	3/18/24	Danielle, Dean	Prepare for and commence negotiations
5 TF I private home well test results to assist BOS in decisions on potential connection to public water	5/8/23	3/18/24	Dean	Dean circulate Map (completed). State conclusion on "Fingerprint" determination by S-H/DES on wells.
6 Sanborn-Head Report/Recommendations re Fire Station Remediation	10/10/23	3/18/24	Dean	Status of Report/Recommendations. Preliminary Cost Estimate if possible
7 BOS discuss use of ARPA Funds	5/22/23	3/18/24	BOS	Timing of commitment requirement (12/31/24) vs. PFAS usage
8 Provide recommendations on who should conduct assessment of Tower Truck	12/18/23	3/18/24	Chief Conley	
9 Make inquiries re improving cell service in village	7/24/23	3/18/24	Peter, Danielle, Dean	Status regarding obtaining a company funded tower
10 Status of TF I Property Quiet Title Effort	10/10/23	3/18/24	Dean	Court filing authorized. Check with T. Quinn re status
11 Send letter to German Market group requesting payment of town expenses	2/26/24	4/1/24	Dean	
12 Chestnut Hill traffic study/Highway Safety status	11/6/23	4/1/24	Dean, Chief Ciampoli	Need additional information from NRPC
13 Review of Town Common Usage Policy	12/11/23	4/1/24	BOS	
14 Begin Semiquincentennial Planning	9/25/23	4/1/24	Danielle	Update
15 Draft Changes to retirement policy to reflect 457(b) and NHRS changes	1/22/24	5/1/24	Dean, Jennifer	
16 Advise BOS of Ambulance Usage and Cost information, separately for each of the three ambulances	5/8/23	5/1/24	Chief Conley	
17 Review Personnel Funded through -02 Account	12/11/23	6/10/24	Bill	BOS and Rec make decisions before next budget cycle
18 Civil Engineering on-Call Contract - Report on FY24 Usage	9/11/23	7/15/24	Eric	Compare usage of two awardees



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** DPW- Request for Authorization to expend CRF funds      **Department:** Public Works

**Meeting Date:** March 18, 2024      **Staff Contact:** Eric Slosek

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## **BACKGROUND INFORMATION:**

The computer server at DPW has been identified by Microtime as needing replacement. The server is nearing the end-of-life, and is nearly at storage capacity. Microtime has provided us a quote for its replacement. They are recommending moving to a cloud-based system instead of replacing the hardware. The cloud-based system offers several advantages over physical hardware. It would no longer require use of VPNs to access system files remotely. This would be done by logging in to the secure website. A cloud-based system would require less maintenance, and eliminate the need for replacement of the server in future years.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

\$7,575.00 from Computer System CRF (\$29,427.44 Principal Value as of 1-31-2024)

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

Recommend authorizing the use of CRF funds to complete cloud-based server replacement.

## **SUGGESTED MOTION:**

I move to authorize DPW to expend \$7,575.00 from the "Computer System" capital reserve fund to complete a cloud-based computer server replacement at DPW.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. 2024.02.15 DPW CCloud Conversion quote
2. 1-31-24 CRF Balances

# We have prepared a quote for you

## Cloud Solution DPW

Quote # 005850 v1

Prepared for:  
**Town of Amherst NH**

Prepared by:  
**Christine Blais**

Thursday, February 15, 2024

Town of Amherst NH  
Jennifer Stover  
22 Dodge Road  
Department of Public Works  
Amherst, NH 03031  
jstover@amherstnh.gov

Dear Jennifer,

## **Cloud Solution For DPW**

### **Licensing:**

Licensing will continue though SHI.

### **Hardware:**

No hardware is needed.

### **Labor:**

#### **Cloud Migration Services:**

##### **Phase 1: Azure Setup - Tier 2**

1. Configure Azure AD - leave the current domain
2. Join all Workstations to Azure AD

##### **Phase 2: SharePoint Cloud Migration - Tier 2**

1. Move Shares to SharePoint
2. Configure Workstations to access SharePoint

##### **Phase 3: Other Network Configuration - Tier 2**

1. Setup Print Services
2. Move DHCP/DNS to SonicWall
3. Migrate unifi controller to cloud controller
4. Decommission and removal of old server

##### **Phase 4: Education - Tier 2**

1. User Education

Labor provided in this quote serves as an estimate and actual will be billed.

### **General Proposal Notes:**

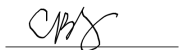
- The pricing provided is available as an estimate if the hardware is procured through Microtime Computers. If hardware is purchased elsewhere, the labor for this project will be charged at time & materials.
- This project will be managed by our Project Management Team, which will provide an ETA on the initial project scope, along with regular updates as the project is underway.
- This project is scoped at business hours rates. If the project is required to be worked after hours, after hour rates

(typically time and a half of the engineer's hourly business rate) will apply.

- Hardware prices may be subject to change and availability. Additionally, as with any project, additional hardware components may be needed and billed separately.
- Please note that this is an estimate and labor time is estimate and will be billed at actual labor performed.
- Labor is governed by our standard Statement of Work.
- Any lodging or travel expenses will be billable. Lodging will be invoiced at cost.
- If applicable, any discounts on monthly products will expire at the end of your agreement term.

Let me know if you have any questions.

Thanks!




Christine Blais

Microtime Computers, Inc.



Services

Description	Price	Qty	Ext. Price
<b>Cloud Migration</b>			
<p><b>Services</b></p>  <p><b>Cloud Conversion</b></p> <p><b>Phase 1: Azure Setup - Tier 2: \$1575</b></p> <ol style="list-style-type: none"> <li>1. Configure Azure AD - leave the current domain</li> <li>2. Join all Workstations to Azure AD</li> </ol> <p><b>Phase 2: SharePoint Cloud Migration - Tier 2: \$3400</b></p> <ol style="list-style-type: none"> <li>1. Move Shares to SharePoint</li> <li>2. Configure Workstations to access SharePoint</li> </ol> <p><b>Phase 3: Other Network Configuration - Tier 2: \$1750</b></p> <ol style="list-style-type: none"> <li>1. Setup Print Services</li> <li>2. Move DHCP/DNS to SonicWall</li> <li>3. Migrate unifi controller to cloud controller</li> <li>4. Decommission and removal of old server</li> </ol> <p><b>Phase 4: Education - Tier 2: \$350</b></p> <ol style="list-style-type: none"> <li>1. User Education</li> </ol> <p><b>Project Management: \$500</b></p> <p>This is just an estimate and actual will be billed.</p>	\$7,575.00	1	\$7,575.00
<b>Subtotal:</b>		<b>\$7,575.00</b>	

## Cloud Solution DPW

### Prepared by:

**Microtime Computers, Inc.**

Christine Blais  
 6036727076  
 Fax 603-672-7120  
 cblais@microtimecomputers.com

### Prepared for:

**Town of Amherst NH**

22 Dodge Road  
 Department of Public Works  
 Amherst, NH 03031  
 Jennifer Stover  
 (603) 673-6041  
 jstover@amherstnh.gov

### Quote Information:

**Quote #: 005850**

Version: 1  
 Delivery Date: 02/15/2024  
 Expiration Date: 02/29/2024

## Quote Summary

Description	Amount
Services	\$7,575.00
<b>Total:</b>	<b>\$7,575.00</b>

## Payment Options

Description	Payments	Interval	Amount
Term Options			
<b>Product Terms</b>	<b>1</b>	<b>One-Time</b>	<b>\$7,575.00</b>

## Summary of Selected Payment Options

Description	Amount
<b>Term Options: Product Terms</b>	
<b>Total of Payments</b>	<b>\$7,575.00</b>

This Order will be deemed accepted once the proposal is signed either digitally or a paper copy is received. All services outlined in this proposal are governed by our current Master Services Agreement that can be found as an attachment at: <https://microtime-computers.itglue.com/872693/docs/5750707#documentMode=edit&version=published> Master Services Agreement. Accepting this proposal means you accept and agree to our Master Services Agreement. Full payment of products and one half of services must be received prior to the ordering and/or installation of any products. The second half of services must be received upon completion of installation. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Microtime Computers, Inc.

Signature: 

Name: Christine Blais

Title: \_\_\_\_\_

Date: 02/15/2024

Town of Amherst NH

Signature: \_\_\_\_\_

Name: Jennifer Stover

Date: \_\_\_\_\_

TOWN OF AMHERST, NH  
 REPORT OF THE TRUSTEES OF TRUST FUNDS  
 CAPITAL RESERVE FUND (ACCOUNT NUMBER XXX0225)  
 FOR YEAR ENDING: 06/30/2024  
 AS OF: 01/31/2024

FUND NAME	PURPOSE	DATE OF CREATION	PRINCIPAL							INCOME					TOTAL COST PRINCIPAL & INCOME
			PRINCIPAL BEGIN COST BALANCE	PRINCIPAL NEW FUNDS	PRINCIPAL REALIZED GAINS	PRINCIPAL FEES	PRINCIPAL WITHDRAWALS	PRINCIPAL ENDING COST BALANCE	PRINCIPAL ENDING FAIR VALUE	INCOME BEGIN BALANCE	INCOME	INCOME FEES	INCOME EXPENDED	INCOME ENDING BALANCE	
AMBULANCE FUND	POLICE/FIRE	3/1/2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AMHERST MULTIMODAL FACILITIES	CAPITAL RESERVE (OTHER)	6/8/2021	143,498.09	0.00	0.00	0.00	0.00	143,900.98	143,756.68	0.00	402.89	0.00	0.00	0.00	143,900.98
AMHERST SCHOOL DISTRICT CAPITAL FACILITIES FD	MAINTENANCE AND REPAIR	3/1/2003	2,112,618.12	0.00	0.00	0.00	0.00	2,118,549.55	2,116,425.05	0.00	5,931.43	0.00	0.00	0.00	2,118,549.55
AMHERST SCHOOL DISTRICT EDU STUDENTS W DISABILITIES FD	EDUCATIONAL PURPOSES	3/1/2003	326,615.04	0.00	0.00	0.00	0.00	327,532.05	327,203.60	0.00	917.01	0.00	0.00	0.00	327,532.05
ASSESSING REVALUATION FUND	CAPITAL RESERVE (OTHER)	3/9/2004	98,774.28	0.00	0.00	0.00	0.00	99,051.60	98,952.27	0.00	277.32	0.00	0.00	0.00	99,051.60
BRIDGE REPAIR AND REPLACEMENT FD	MAINTENANCE AND REPAIR	3/9/2010	816,573.76	0.00	0.00	0.00	0.00	818,866.39	818,045.23	0.00	2,292.63	0.00	0.00	0.00	818,866.39
COMMUNICATION FUND	CAPITAL RESERVE (OTHER)	3/14/2006	128,830.08	0.00	0.00	0.00	0.00	129,191.79	129,062.24	0.00	361.71	0.00	0.00	0.00	129,191.79
COMPUTER SYSTEM	CAPITAL RESERVE (OTHER)	3/13/2007	51,882.34	0.00	0.00	0.00	(22,507.83)	29,456.98	29,427.44	0.00	82.47	0.00	0.00	0.00	29,456.98
DPW VEHICLES & EQUIPMENT ACQUISITION & REPLACEMENT	MAINTENANCE AND REPAIR	6/8/2021	306,879.39	0.00	0.00	0.00	0.00	307,740.99	307,432.39	0.00	861.60	0.00	0.00	0.00	307,740.99
FIRE RESCUE VEHICLE & EQUIPMENT PURCHASE & REPAIR	POLICE/FIRE	3/1/1999	839,716.63	0.00	0.00	0.00	0.00	842,074.23	841,229.79	0.00	2,357.60	0.00	0.00	0.00	842,074.23
HIGHWAY EQUIPMENT FUND	CAPITAL RESERVE (OTHER)	3/8/1977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
RECREATION FIELD ACQ/CONSTR FD	PARKS/RECREATION	3/13/2007	131,315.04	0.00	0.00	0.00	0.00	131,683.72	131,551.67	0.00	368.68	0.00	0.00	0.00	131,683.72
SOUHEGAN COOP SCHOOL DISTRICT MAINTENANCE	MAINTENANCE AND REPAIR	3/1/2004	760,820.82	0.00	0.00	0.00	0.00	762,956.91	762,191.81	0.00	2,136.09	0.00	0.00	0.00	762,956.91
SOUHEGAN COOP SCHOOL DISTRICT UNFUNDED LIABILITIES	EDUCATIONAL PURPOSES	3/1/2004	56,626.11	0.00	0.00	0.00	0.00	56,785.09	56,728.15	0.00	158.98	0.00	0.00	0.00	56,785.09
SOUHEGAN COOP SCHOOL DISTRICT TECHNOLOGY FUND	Educational Purposes	3/28/2023	25,455.26	0.00	0.00	0.00	0.00	25,526.73	25,501.13	0.00	71.47	0.00	0.00	0.00	25,526.73
<b>TOTALS</b>			<b>5,799,604.96</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(22,507.83)</b>	<b>5,793,317.01</b>	<b>5,787,507.45</b>	<b>0.00</b>	<b>16,219.88</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,793,317.01</b>



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** DPW-Road Work Bid  
**Meeting Date:** March 18, 2024

**Department:** Public Works  
**Staff Contact:** Eric Slosek

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## **BACKGROUND INFORMATION:**

We recently solicited bids for our upcoming FY25 planned road work. We received bids from two companies, Pike Industries and Continental Paving. The bids we received were very close and competitive. Continental Paving had the low bid of \$1,661,430.90. Their bid was \$67,751.10 less than Pike's for a difference of 4.08%. Pike's bid was \$1,729,182.00. Upon tabulation and comparison of the bids, it was observed that our prices have generally decreased as compared to last year's pricing. Continental's bid represents a total decrease of 10.5% when comparing the requested pay items with their respective quantities using last year's prices. Pike's bid represented a 7.3% decrease over last year's prices. The asphalt paving items are the largest pay items by far. Paving items represent approximately 57% of the total base bids. For the purposes of bid comparison, the asphalt pricing was very competitive. The total price difference for these items between Pike and Continental was approximately 2.4%.

In summary, we have generally had good experiences with both companies. Both companies are listed on the NH DOT pre-qualified contractor's list for road construction. For the reasons mentioned above, we recommend the BOS to award the DPW05-24 contract to the low bidder, Continental Paving, Inc., for the amount of \$1.594M. Our approved FY25 road construction budget is \$1.5M. The BOS also approved the use of an additional \$94K in FY24 "extra block-grant" money. This brings the total road construction funding amount in FY25 to \$1.594M. The DPW05-24 road contract gives the Town the right to change the scope of work in the contract to stay within our available budget. The contract states *"The Town reserves the right to remove or replace roads in the program as needs arise, or to cease work on the project in the event that all dedicated monies have been expended. Approximately \$1.6M of work will need to be accomplished in FY2025."*

The advertised bid with addendums and revised bid schedule can be found here: <https://www.amherstnh.gov/public-works/news/bid-opportunities>

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

01-4312-70-2735 (Road Rebuild) - \$1.5M ; \$94,204.42 (Extra Block-Grant)=  
\$1,594,204.42 total.

## **POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

Recommend to award the road work contract to Continental Paving, Inc.

**SUGGESTED MOTION:**

I move to award the DPW05-24 Multi-Road Construction contract, in the amount of \$1,594,204.42, to Continental Paving, Inc. for work on various town roads utilizing the unit prices submitted with their bid. I further authorize the DPW Director to sign the related contract documents. This work is planned to commence in FY2025 upon award.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

- 1. DPW05-24 Award Form
- 2. Continental Paving Inc
- 3. Pike Industries

**TOWN OF AMHERST**

Town Department: DPW

Date: March 6, 2024

Line Item 01-4312-70-2735

Budget Amount: \$1,594,204.42

Bid #: DPW05-24 Item: Road Rebuild

Date bid to be awarded: March 18, 2024

Vendor

Price

Total

Other Considerations

1. Continental Paving Inc.

\$1,661,430.90

2. Pike Industries

\$1,729,182.00

Recommend bid be awarded to: Continental Paving, Inc.

\_\_\_\_\_  
Signature of Town Administrator / Date

This bid was posted on the Town of Amherst website, Construction Summary of NH, ME, and VT, NH Municipal and Dodge Data & Analytics.

Attached to this request is a copy of the specifications and proposal from the lowest qualified bidder.

Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.

## BID SCHEDULE

Proposal of Continental Paving, Inc. (herein after called "BIDDER"), organized and existing under the laws of the state of New Hampshire doing business as a Corporation

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\* Inset "a corporation," "a partnership," "a joint venture" or "an individual" as applicable

To the Town of Amherst (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Part A Work for Horace Greeley Road and Roberge Drive, Part B Work for Hubbard Rd. and Transfer Station parking lot for "Town of Amherst Bid # DPW05-24, *Multi-Road Construction – 2024*" in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is particularly interested in this proposal or in the Contract for the Work which he/she proposes to do, that he/she has carefully examined the Contract Documents and Technical Specifications and has informed him/herself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Contract Documents and Technical Specifications issued by the Town of Amherst – Department of Public Works for the sum specified herein, subject to additions and deductions according to said Contract Documents and Technical Specifications, and in all respects according to the terms thereof. Additionally, the BIDDER agrees to furnish all the labor, equipment and materials required for carrying out the work specified herein without the benefit of a Fuel Adjustment, but with benefit of an Asphalt Cement Adjustment to the extent provided for under the Contract Documents.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed. BIDDER agrees both Substantial and Final Completion of the Work shall be achieved on or before those dates specified in the Contract Documents. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within ten (10) days from such date as Notice of the Award shall be given to him/her or mailed to him/her at the address hereinafter given, that he/she will sign three (3) copies of the Agreement, and will execute and deliver to the OWNER the Agreement and



bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

The BIDDER acknowledges receipt of the following addenda:

- No. 001, dated 2/13/2024, 20
- No. 002, dated 2/20/2024, 20
- No. 003, dated 2/26/2024, 20
- No. 004, dated 2/29/2024, 20
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20

## Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024 FY25 Itemized Bid Sheet

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
201.40000	25	EA	Removing Stumps Five Hundred Dollars and Zero Cents	500.00	12,500.00
201.52000	37	HR	Tree Trimming Three Hundred Seventy Five Dollars and Zero Cents	375.00	13,875.00
<del>202.41000</del>	<del>320</del>	<del>LF</del>	<del>Removal of Existing Pipe 0-24" Diameter Dollars and Cents</del>		
202.50000	1	EA	Removal of Catch Basins, Drop Inlets, and Manholes Six Hundred Dollars and Zero Cents	600.00	600.00
203.10000	175	CY	Common Excavation Twenty Dollars and Zero Cents	20.00	3,500.00
203.60100	25	CY	Embankment in Place Twenty Dollars and Zero Cents	20.00	500.00
203.90000	25000	LF	Roadway Ditching Four Dollars and Zero Cents	4.00	100,000.00
214.00000	1	U	Fine Grading Seventy Five Hundred Dollars and Zero Cents	7,500.00	7,500.00
304.30100	60	CY	Crushed Gravel Fifty Dollars and Zero Cents	50.00	3,000.00

## Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024 FY25 Itemized Bid Sheet

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
304.32000	1597	TON	Crushed Gravel for Shoulder Leveling <u>Thirty Five</u> Dollars and <u>Zero</u> Cents	35.00	55,895.00
304.40100	215	CY	Crushed Stone (Fine Gradation) <u>Forty Six</u> Dollars and <u>Zero</u> Cents	46.00	9,890.00
306.10800	23,972	SY	Reclaimed Stabilized Base Processed in Place 8" Deep (F) <u>Two</u> Dollars and <u>Fifty</u> Cents	2.50	59,930.00
403.11023	3862	TON	HBP - 3/4" Binder Mix, Machine Method <u>Ninety Two</u> Dollars and <u>Zero</u> Cents	92.00	355,304.00
403.11043	2961	TON	HBP - 1/2" Surface Mix, Machine Method <u>Ninety Five</u> Dollars and <u>Zero</u> Cents	95.00	281,295.00
403.11053	1577	TON	HBP - 3/8" Surface Mix, Machine Method <u>Ninety Five</u> Dollars and <u>Zero</u> Cents	95.00	149,815.00
403.12000	220	TON	HBP - Hand Method <u>One Hundred Seventy Five</u> Dollars and <u>Zero</u> Cents	175.00	38,500.00
403.16000	23044 28794	LF	Pavement Joint Adhesive <u>Zero</u> Dollars and <u>Thirty Five</u> Cents	0.35	10,077.90
403.18000	1321	TON	HBP Leveling Course <u>Ninety Eight</u> Dollars and <u>Zero</u> Cents	98.00	129,458.00
410.22000	2907	GAL	Tack Coat <u>Five</u> Dollars and <u>Fifty</u> Cents	5.50	15,988.50



**Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024**  
**FY25 Itemized Bid Sheet**

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
417.00000	250 0	SY	Cold Planing Bituminous Surfaces _____ Dollars and _____ Cents		
417.11810	<del>1679</del> 1723	LF	Cold Planing Bituminous Surfaces, 18" Wide by 1" Deep Twelve _____ Dollars and Fifty _____ Cents	12.50	21,537.50
570.41200	4	U	MRM Headwall 12" Pipe Twenty Five Hundred _____ Dollars and Zero _____ Cents	2500.00	10,000.00
570.41500	12	U	MRM Headwall 15" Pipe Twenty Five Hundred _____ Dollars and Zero _____ Cents	2500.00	30,000.00
570.41800	6	U	MRM Headwall 18" Pipe Twenty Eight Hundred _____ Dollars and Zero _____ Cents	2800.00	16,800.00
585.30000	25	CY	Stone Fill, Class C Fifty _____ Dollars and Zero _____ Cents	50.00	1,250.00
603.33112	3	EA	12" Corr. Polyethylene End Section Five Hundred _____ Dollars and Zero _____ Cents	500.00	1,500.00
603.82212	320	LF	12" Pipe (Type S) One Hundred _____ Dollars and Zero _____ Cents	100.00	32,000.00
603.82215	280	LF	15" Pipe (Type S) One Hundred Five _____ Dollars and Zero _____ Cents	105.00	29,400.00
603.82218	130	LF	18" Pipe (Type S) One Hundred Fifteen _____ Dollars and Zero _____ Cents	115.00	14,950.00

**Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024**  
**FY25 Itemized Bid Sheet**

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
604.00070	8	EA	Polyethylene Liner _____ One Hundred Fifty Dollars and _____ Zero Cents	150.00	1200.00
604.12400	1	U	Catch Basins Type-B, 4-Foot Diameter _____ Five Thousand Dollars and _____ Zero Cents	5000.00	5,000.00
604.12401	1	U	Catch Basins Type-B, 4-Foot Diameter (Leaching) _____ Six Thousand Five Hundred Dollars and _____ Zero Cents	6500.00	6,500.00
604.15400	2	U	Catch Basins Type-E, 4-Foot Diameter _____ Five Thousand One Hundred Dollars and _____ Zero Cents	5100.00	10,200.00
604.40000	4	EA	Reconstructing/Adjusting Catch Basin & Drop Inlet _____ Seven Hundred Dollars and _____ Zero Cents	700.00	2,800.00
604.72000	1	U	Grates & Frames, Type B _____ Eight Hundred Dollars and _____ Zero Cents	800.00	800.00
605.50600	400	LF	6" Perf. Corr. Polyethylene Pipe Underdrain _____ Forty Dollars and _____ Zero Cents	40.00	16,000.00
609.81100	3150	LF	Bituminous Curb, Type B (4" Reveal) _____ Five Dollars and _____ Fifty Cents	5.50	17,325.00
618.70000	744	HR	Flaggers _____ Fifty Five Dollars and _____ Zero Cents	55.00	40,920.00

## Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024 FY25 Itemized Bid Sheet

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
619.10000	1	U	Maintenance of Traffic Fifty Thousand Dollars and Zero Cents	50,000.00	50,000.00
628.20000	350	LF	Sawed Bituminous Pavement Three Dollars and Zero Cents	3.00	1,050.00
632.01040	<del>2500</del> 5000	LF	Reflective Paint Pave. Marking, <b>Single White 4" Fog Line</b> Zero Dollars and Sixty Cents	0.60	3,000.00
<del>632.01040</del>	<del>1250</del>	<del>LF</del>	<del>Reflective Paint Pave. Double Yellow 4"</del> <del>_____ Dollars</del> <del>and</del> <del>_____ Cents</del>		
632.01120	123	LF	Retroreflective Paint Pave. Marking 12" Line Thirty Dollars and Zero Cents	30.00	3,690.00
646.51000	640	SY	Turf Establishment with Mulch, Tackifiers, and 4" Loam Seven Dollars and Zero Cents	7.00	4,480.00
692.00000	1	U	Mobilization Fifty Thousand Dollars and Zero Cents	50,000.00	50,000.00
699.00000	<del>4500</del> 1	Allowance	Miscellaneous Temporary Erosion and Sediment Control Forty Five Hundred Dollars and Zero Cents	4500.00	<del>\$4,500</del>
1010.20000	<del>38,900</del> 1	Allowance	Asphalt Cement Adjustment Thirty Eight Thousand Nine hundred Dollars and Zero Cents	38,900.00	<del>\$38,900</del>



**Total Base Bid:**

Written Words: One Million Six Hundred Sixty One Thousand Four Hundred Thirty Dollars and Ninety Cents

Numerical Figure: \$1,661,430.90

**BID CONDITIONS**

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the Bidding. The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

Bids for this work will be compared on the basis of the aggregate sums of the products of the various unit prices or lump sum items multiplied by the quantities given in the Bid Schedule for such items. In case of discrepancy in any Proposal between unit price and amount, or between words and figures, the listed unit price in words will govern in comparing Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal contract Agreement and deliver the Agreement and those Performance and Payment Bonds required under the Contract Documents to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds within ten (10) days from the date of Notice of Award, the OWNER may determine that the undersigned BIDDER to have abandoned both the Agreement and its Bid Security.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:


Rick Charbonneau

401 Charles Bancroft Hwy

Litchfield, NH 03052

Seal (if corporation)

EXECUTION

  
(Signature of BIDDER)

Vice President / Treasurer  
(Title of BIDDER)

1 Continental Drive  
(Business address of BIDDER)

Londonderry, NH 03053  
(Town, State and Zip Code)

Dated the 6 day of March, 2024

## BID SCHEDULE

Proposal of PIKE INDUSTRIES (herein after called "BIDDER"), organized and existing under the laws of the state of New Hampshire doing business as

---

A CORPORATION

---

\* Inset "a corporation," "a partnership," "a joint venture" or "an individual" as applicable

To the Town of Amherst (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Part A Work for Horace Greeley Road and Roberge Drive, Part B Work for Hubbard Rd. and Transfer Station parking lot for "Town of Amherst Bid # DPW05-24, *Multi-Road Construction – 2024*" in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is particularly interested in this proposal or in the Contract for the Work which he/she proposes to do, that he/she has carefully examined the Contract Documents and Technical Specifications and has informed him/herself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Contract Documents and Technical Specifications issued by the Town of Amherst – Department of Public Works for the sum specified herein, subject to additions and deductions according to said Contract Documents and Technical Specifications, and in all respects according to the terms thereof. Additionally, the BIDDER agrees to furnish all the labor, equipment and materials required for carrying out the work specified herein without the benefit of a Fuel Adjustment, but with benefit of an Asphalt Cement Adjustment to the extent provided for under the Contract Documents.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed. BIDDER agrees both Substantial and Final Completion of the Work shall be achieved on or before those dates specified in the Contract Documents. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within ten (10) days from such date as Notice of the Award shall be given to him/her or mailed to him/her at the address hereinafter given, that he/she will sign three (3) copies of the Agreement, and will execute and deliver to the OWNER the Agreement and



bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

The BIDDER acknowledges receipt of the following addenda:

- No. 1, dated FEBRUARY 13, 2024
- No. 2, dated FEBRUARY 20, 2024
- No. 3, dated FEBRUARY 26, 2024
- No. 4, dated FEBRUARY 29, 2024
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

**Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024**  
**FY25 Itemized Bid Sheet**

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
201.40000	25	EA	Removing Stumps <u>TEN</u> Dollars and <u>XX</u> Cents	10. <sup>00</sup>	250. <sup>00</sup>
201.52000	37	HR	Tree Trimming <u>TWO HUNDRED FIFTY</u> Dollars and <u>XX</u> Cents	250. <sup>00</sup>	9,250. <sup>00</sup>
<del>202.41000</del>	<del>320</del>	<del>LF</del>	<del>Removal of Existing Pipe 0-24" Diameter</del> <del>_____ Dollars</del> and <del>_____ Cents</del>		
202.50000	1	EA	Removal of Catch Basins, Drop Inlets, and Manholes <u>FIVE HUNDRED</u> Dollars and <u>XX</u> Cents	500. <sup>00</sup>	500. <sup>00</sup>
203.10000	175	CY	Common Excavation <u>TEN</u> Dollars and <u>XX</u> Cents	10. <sup>00</sup>	1,750. <sup>00</sup>
203.60100	25	CY	Embankment in Place <u>EIGHT</u> Dollars and <u>XX</u> Cents	8. <sup>00</sup>	200. <sup>00</sup>
203.90000	25000	LF	Roadway Ditching <u>ONE</u> Dollars and <u>FIFTY FIVE</u> Cents	1. <sup>55</sup>	38,750. <sup>00</sup>
214.00000	1	U	Fine Grading <u>FIFTY THOUSAND</u> Dollars and <u>XX</u> Cents	50,00. <sup>00</sup>	50,000. <sup>00</sup>
304.30100	60	CY	Crushed Gravel <u>FORTY</u> Dollars and <u>XX</u> Cents	40. <sup>00</sup>	2,400. <sup>00</sup>

**Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024**  
**FY25 Itemized Bid Sheet**

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
304.32000	1597	TON	Crushed Gravel for Shoulder Leveling <u>THIRTY</u> Dollars and <u>XX</u> Cents	30. <sup>00</sup>	49,910. <sup>00</sup>
304.40100	215	CY	Crushed Stone (Fine Gradation) <u>THIRTY FIVE</u> Dollars and <u>XX</u> Cents	35. <sup>00</sup>	7,525. <sup>00</sup>
306.10800	23,972	SY	Reclaimed Stabilized Base Processed in Place 8" Deep (F) <u>ONE</u> Dollars and <u>FIFTY</u> Cents	1. <sup>50</sup>	35,958. <sup>00</sup>
403.11023	3862	TON	HBP - 3/4" Binder Mix, Machine Method <u>NINETY FIVE</u> Dollars and <u>XX</u> Cents	95. <sup>00</sup>	366,890. <sup>00</sup>
403.11043	2961	TON	HBP - 1/2" Surface Mix, Machine Method <u>NINETY FIVE</u> Dollars and <u>XX</u> Cents	95. <sup>00</sup>	281,295. <sup>00</sup>
403.11053	1577	TON	HBP - 3/8" Surface Mix, Machine Method <u>NINETY FIVE</u> Dollars and <u>XX</u> Cents	95. <sup>00</sup>	149,815. <sup>00</sup>
403.12000	220	TON	HBP - Hand Method <u>ONE HUNDRED SEVENTY</u> Dollars and <u>FIVE AND XX</u> Cents	175. <sup>00</sup>	38,500. <sup>00</sup>
403.16000	23044 28794	LF	Pavement Joint Adhesive <u>ONE</u> Dollars and <u>SEVENTY FIVE</u> Cents	1. <sup>75</sup>	50,389. <sup>50</sup>
403.18000	1321	TON	HBP Leveling Course <u>ONE HUNDRED SEVEN</u> Dollars and <u>XX</u> Cents	107. <sup>00</sup>	141,347. <sup>00</sup>
410.22000	2907	GAL	Tack Coat <u>FIVE</u> Dollars and <u>FIFTY</u> Cents	5. <sup>50</sup>	15,988. <sup>50</sup>



**Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024**  
**FY25 Itemized Bid Sheet**

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
417.00000	250 0	SY	Cold Planing Bituminous Surfaces _____ Dollars and _____ Cents	—	—
417.11810	1679-1723	LF	Cold Planing Bituminous Surfaces, 18" Wide by 1" Deep <u>SIX</u> Dollars and <u>XX</u> Cents	6.00	10,338.00
570.41200	4	U	MRM Headwall 12" Pipe <u>TWO THOUSAND</u> Dollars and <u>XX</u> Cents	2,000.00	8,000.00
570.41500	12	U	MRM Headwall 15" Pipe <u>TWENTY TWO HUNDRED</u> Dollars and <u>XX</u> Cents	2,200.00	26,400.00
570.41800	6	U	MRM Headwall 18" Pipe <u>TWENTY EIGHT HUNDRED</u> Dollars and <u>XX</u> Cents	2,800.00	16,800.00
585.30000	25	CY	Stone Fill, Class C <u>FIFTY</u> Dollars and <u>XX</u> Cents	50.00	1,250.00
603.33112	3	EA	12" Corr. Polyethylene End Section <u>TWO HUNDRED FIFTY</u> Dollars and <u>XX</u> Cents	250.00	750.00
603.82212	320	LF	12" Pipe (Type S) <u>ONE HUNDRED FIFTY FIVE</u> Dollars and <u>XX</u> Cents	155.00	49,600.00
603.82215	280	LF	15" Pipe (Type S) <u>ONE HUNDRED SEVENTY</u> Dollars and <u>FIVE</u> Cents	175.00	49,000.00
603.82218	130	LF	18" Pipe (Type S) <u>ONE HUNDRED TWENTY</u> Dollars and <u>XX</u> Cents	180.00	23,400.00

**Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024**  
**FY25 Itemized Bid Sheet**

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
604.00070	8	EA	Polyethylene Liner <del>ONE HUNDRED FORTY</del> Dollars and <del>XX</del> Cents	140. <sup>00</sup>	1,120. <sup>00</sup>
604.12400	1	U	Catch Basins Type-B, 4-Foot Diameter <del>FORTY FIVE HUNDRED</del> Dollars and <del>XX</del> Cents	450. <sup>00</sup>	450. <sup>00</sup>
604.12401	1	U	Catch Basins Type-B, 4-Foot Diameter (Leaching) <del>FIFTY ONE HUNDRED</del> Dollars and <del>XX</del> Cents	510. <sup>00</sup>	510. <sup>00</sup>
604.15400	2	U	Catch Basins Type-E, 4-Foot Diameter <del>FORTY NINE HUNDRED</del> Dollars and <del>XX</del> Cents	490. <sup>00</sup>	980. <sup>00</sup>
604.40000	4	EA	Reconstructing/Adjusting Catch Basin & Drop Inlet <del>SEVEN HUNDRED</del> Dollars and <del>XX</del> Cents	700. <sup>00</sup>	2800. <sup>00</sup>
604.72000	1	U	Grates & Frames, Type B <del>EIGHT HUNDRED</del> Dollars and <del>XX</del> Cents	800. <sup>00</sup>	800. <sup>00</sup>
605.50600	400	LF	6" Perf. Corr. Polyethylene Pipe Underdrain <del>FORTY</del> Dollars and <del>XX</del> Cents	40. <sup>00</sup>	16,000. <sup>00</sup>
609.81100	3150	LF	Bituminous Curb, Type B (4" Reveal) <del>ELEVEN</del> Dollars and <del>XX</del> Cents	11. <sup>00</sup>	34,650. <sup>00</sup>
618.70000	744	HR	Flaggers <del>FORTY</del> Dollars and <del>XX</del> Cents	40. <sup>00</sup>	29,760. <sup>00</sup>

**Town of Amherst Bid # DPW05-24, Multi-Road Construction - 2024**  
**FY25 Itemized Bid Sheet**

<u>Item #</u>	<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Bid Item Description and Unit Price (In Words)</u>	<u>Unit Price In Figures (Dollars and Cents)</u>	<u>Bid Item Total In Figures (Dollars and Cents)</u>
619.10000	1	U	Maintenance of Traffic <i>FIFTY THOUSAND</i> Dollars and <i>XX</i> Cents	<i>50,000.-</i>	<i>50,000.00</i>
628.20000	350	LF	Sawed Bituminous Pavement <i>FIVE</i> Dollars and <i>XX</i> Cents	<i>5.00</i>	<i>1,750.00</i>
632.01040	<del>2500</del> 5000	LF	Reflective Paint Pave. Marking, <del>Single White 4" Fog Line</del> <i>XX</i> Dollars and <i>FORTY</i> Cents	<i>40</i> <i>100</i>	<i>2,000.00</i>
<del>632.01040</del>	<del>1250</del>	<del>LF</del>	<del>Reflective Paint Pave. Double Yellow 4"</del> <del>_____ Dollars</del> and <del>_____ Cents</del>		
632.01120	123	LF	Retroreflective Paint Pave. Marking 12" Line <i>TEN</i> Dollars and <i>XX</i> Cents	<i>10.00</i>	<i>1,230.00</i>
646.51000	640	SY	Turf Establishment with Mulch, Tackifiers, and 4" Loam <i>THREE</i> Dollars and <i>FIFTEEN</i> Cents	<i>3.15</i>	<i>2,016.00</i>
692.00000	1	U	Mobilization <del>ONE HUNDRED THOUSAND</del> Dollars and <i>XX</i> Cents	<i>100,000.</i>	<i>100,000.-</i>
699.00000	<del>4500</del> 1	Allowance	Miscellaneous Temporary Erosion and Sediment Control _____ Dollars and _____ Cents		<i>\$4,500</i>
1010.20000	<del>38,900</del> 1	Allowance	Asphalt Cement Adjustment _____ Dollars and _____ Cents		<i>\$38,900</i>

**Total Base Bid:** ONE MILLION, SEVEN HUNDRED TWENTY-NINE THOUSAND, ONE HUNDRED EIGHTY TWO, <sup>XX</sup>  
Written Words: \_\_\_\_\_

Numerical Figure: 1, 729, 182. <sup>XX</sup>

**BID CONDITIONS**

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the Bidding. The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

Bids for this work will be compared on the basis of the aggregate sums of the products of the various unit prices or lump sum items multiplied by the quantities given in the Bid Schedule for such items. In case of discrepancy in any Proposal between unit price and amount, or between words and figures, the listed unit price in words will govern in comparing Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal contract Agreement and deliver the Agreement and those Performance and Payment Bonds required under the Contract Documents to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds within ten (10) days from the date of Notice of Award, the OWNER may determine that the undersigned BIDDER to have abandoned both the Agreement and its Bid Security.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

\_\_\_\_\_  
\_\_\_\_\_

EXECUTION

Seal (if corporation)

Ken Wood  
(Signature of BIDDER) Ken Wood, Pike Industries, Inc.

Area Manager  
(Title of BIDDER)

3 Eastgate Park Road  
(Business address of BIDDER)

Belmont, NH 03220  
(Town, State and Zip Code)

Dated the 6<sup>th</sup> day of MARCH, 2024

## Bid Security

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,

Pike Industries, Inc., as Principal, and

Liberty Mutual Insurance Company, as Surety are hereby

held and firmly bound unto the Town of Amherst, New Hampshire, as OWNER in the penal

sum of Five Percent of Total Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 6th day of March, 2024

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Amherst New Hampshire a certain BID, attached hereto and hereby made as part hereof

to enter into an Agreement in writing, for Work related to Contract #DPW05-24, "**Town of Amherst Bid # DPW05-24, Multi-Road Construction – 2024**"

Now Therefore:

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the principal shall execute and deliver an agreement in the form of Agreement attached hereto and shall furnish Performance and Payment Bonds for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform under the Agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Town of Amherst may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Pike Industries, Inc  
Principal

By:   
Ken Wood, Area Manager

Liberty Mutual Insurance Company  
Surety

By:   
Jennifer L. Desjardins, Attorney-In-Fact

**IMPORTANT** – Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** DPW- PD Roof Bid

**Department:** Public Works

**Meeting Date:** March 18, 2024

**Staff Contact:** Eric Slosek

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## **BACKGROUND INFORMATION:**

We recently solicited bids for replacement of the PD roof. This project had been planned but was postponed until the PD renovation was completed. We received seven bids for this project. The bids received were all very close in price. The low bid was \$27,140.00, the highest bid was \$35,499.00. The BOS approved a request by DPW to use up to \$70K in ARPA funds for this project. We recommend the BOS award the DPW06-24 roofing bid to JB Roofing Systems, LLC. JB Roofing Systems, LLC was the low bid.

The advertised bid can be found here:

[https://www.amherstnh.gov/sites/g/files/vyhlf4116/f/uploads/complete\\_dpw06-24.pdf](https://www.amherstnh.gov/sites/g/files/vyhlf4116/f/uploads/complete_dpw06-24.pdf)

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

\$27,140.00 from ARPA

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

Recommend to award bid to JB Roofing Systems, LLC.

## **SUGGESTED MOTION:**

I move to award the DPW06-24 Police Department Roof bid to JB Roofing Systems, LLC, in the amount of \$27,140.00. I further authorize the DPW Director to sign all related contract documents.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. DPW06-24 award
2. JB Roofing
3. Queen City
4. Adam Vaillancourt Roofing
5. JJS Universal
6. Superior Structure LLC

7. A1 Siding&Roofing
8. Peter DeSalvo Contracting\_001

**TOWN OF AMHERST**

Town Department: DPW

Date: March 8, 2024

Line Item: ARPA

Budget Amount: \$70,000.00

Bid #: DPW06-24 Item: Police Dept Roof

Date Bid to Be Awarded: March 18, 2024

<u>Vendor</u>	<u>Price</u>	<u>Total</u>	<u>Other Considerations</u>
1. Queen City Roofing LLC		\$29,900.00	\$85.00 per sheet of plywood
2. Adam Vaillancourt Roofing LLC		\$27,499.00	\$100.00 per sheet of plywood
3. JJS Universal Construction Company		\$27,500.00	\$140.00 per sheet of plywood
4. Superior Structures, LLC		\$35,499.00	\$75.00 per sheet of plywood
5. JB Roofing Systems, LLC		\$27,140.00	\$81.60 per sheet of plywood
6. A1 Siding & Roofing		\$29,900.00	\$100.00 per sheet of plywood
7. DeSalvo Contracting		\$29,500.00	\$65.00 per sheet of plywood

Recommend bid be awarded to: J B Roofing Systems, LLC

\_\_\_\_\_  
Signature of Town Administrator / Date

This bid was posted on the Town of Amherst website, Construction Summary of NH, ME, and VT, NH Municipal and Dodge Data & Analytics.

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.

Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.



The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated January 31, 2024.
- 3) Scope of Work, Attachment B, dated January 31, 2024.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of award by the Board of Selectmen. The Contractor shall commence work within 2 weeks of Notice of Award, and be substantially completed by June 14, 2024, with final completion by June 28, 2024. Dates may change subject to adjustments by change order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the Amherst Police Department roof, including 30-year architectural shingles, underlayment, drip edge and all necessary flashing, miscellaneous materials, equipment and labor is:

§ 27,140  

---

Twenty Seven Thousand One Hundred Fourty 00/100

(Total Cost written)

If deemed necessary, per 4 x 8 plywood roof deck sheet replacement time and material:

Unit price per/sheet installed is:     \$ (3/4"- 104/ \$3.25) (1/2"- \$81.60/ \$2.55 Per Sq. Ft.)  

---

(3/4" Plywood Three 25/100)     1/2" Plywood Two 55/100  

---

(Total per/sheet written)

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if the total bid exceeds \$25,000.

This roof replacement Agreement entered into as of the day and year first written above.

**OWNER, by its Selectmen**

\_\_\_\_\_  
Peter Lyon, Chairman

\_\_\_\_\_  
Danielle Pray, Vice-Chair

\_\_\_\_\_  
William Stoughton, Clerk

\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
Thomas Grella

**Or,**

\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D, Town Administrator

**CONTRACTOR**

  
\_\_\_\_\_  
(Signature)

Jeffrey J. Byrnes (President)  
\_\_\_\_\_  
Printed name, title, and address

\_\_\_\_\_  
**JB Roofing Systems, LLC,  
41 Liberty Hill Rd Bldg 2  
Henniker, NH 03242**

The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated January 31, 2024.
- 3) Scope of Work, Attachment B, dated January 31, 2024.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of award by the Board of Selectmen. The Contractor shall commence work within 2 weeks of Notice of Award, and be substantially completed by June 14, 2024, with final completion by June 28, 2024. Dates may change subject to adjustments by change order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the Amherst Police Department roof, including 30-year architectural shingles, underlayment, drip edge and all necessary flashing, miscellaneous materials, equipment and labor is:

\$ 29,900. TWENTY NINE THOUSAND NINE HUNDRED DOLLARS  
\_\_\_\_\_  
(Total Cost written)

If deemed necessary, per 4 x 8 plywood roof deck sheet replacement time and material:

Unit price per/sheet installed is: \$ 85.00  
\_\_\_\_\_  
EIGHTY FIVE DOLLARS PER SHEET - INSTALLED  
\_\_\_\_\_  
(Total per/sheet written)



**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if the total bid exceeds \$25,000.

This roof replacement Agreement entered into as of the day and year first written above.

**OWNER, by its Selectmen**

\_\_\_\_\_  
Peter Lyon, Chairman

\_\_\_\_\_  
Danielle Pray, Vice-Chair

\_\_\_\_\_  
William Stoughton, Clerk


\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
Thomas Grella

**Or,**

\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D, Town Administrator

**CONTRACTOR**

  
\_\_\_\_\_  
(Signature)

MICHAEL M ANDREW COO  
Printed name, title, and address

1 HARDY RD.

Bedford, NH 03110

CHIEF OPERATIONS OFFICER

The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated January 31, 2024.
- 3) Scope of Work, Attachment B, dated January 31, 2024.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of award by the Board of Selectmen. The Contractor shall commence work within 2 weeks of Notice of Award, and be substantially completed by June 14, 2024, with final completion by June 28, 2024. Dates may change subject to adjustments by change order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the Amherst Police Department roof, including 30-year architectural shingles, underlayment, drip edge and all necessary flashing, miscellaneous materials, equipment and labor is:

\$ Twenty seven thousand - four hundred ; ninety nine dollars  
\$27,499 - to include 30 year labor ; materials warranty (\$1,560)  
(Total Cost written)

If deemed necessary, per 4 x 8 plywood roof deck sheet replacement time and material:

Unit price per/sheet installed is: \$ 100<sup>00</sup>  
One hundred dollars  
(Total per/sheet written)

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if the total bid exceeds \$25,000.

This roof replacement Agreement entered into as of the day and year first written above.

**OWNER, by its Selectmen**

\_\_\_\_\_  
Peter Lyon, Chairman

\_\_\_\_\_  
Danielle Pray, Vice-Chair

\_\_\_\_\_  
William Stoughton, Clerk

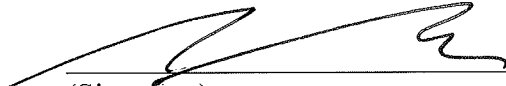
\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
Thomas Grella

**Or,**

\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D, Town Administrator

**CONTRACTOR**

  
\_\_\_\_\_  
(Signature)

*Alan Aiscrow*  
\_\_\_\_\_  
Printed name, title, and address

*Estimator*  
\_\_\_\_\_

*15 Stoneyard Dr*  
\_\_\_\_\_

*Milford NH 03055*  
\_\_\_\_\_

The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated January 31, 2024.
- 3) Scope of Work, Attachment B, dated January 31, 2024.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of award by the Board of Selectmen. The Contractor shall commence work within 2 weeks of Notice of Award, and be substantially completed by June 14, 2024, with final completion by June 28, 2024. Dates may change subject to adjustments by change order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the Amherst Police Department roof, including 30-year architectural shingles, underlayment, drip edge and all necessary flashing, miscellaneous materials, equipment and labor is:

\$ 27,500.00  
TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS  
(Total Cost written)

If deemed necessary, per 4 x 8 plywood roof deck sheet replacement time and material:

Unit price per/sheet installed is: \$140.00  
One Hundred Forty Dollars  
(Total per/sheet written)

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if the total bid exceeds \$25,000.

This roof replacement Agreement entered into as of the day and year first written above.

**OWNER, by its Selectmen**

\_\_\_\_\_  
Peter Lyon, Chairman

\_\_\_\_\_  
Danielle Pray, Vice-Chair

\_\_\_\_\_  
William Stoughton, Clerk

\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
Thomas Grella

**Or,**

\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D, Town Administrator

**CONTRACTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Wojciech Sudyka, President  
Printed name, title, and address

\_\_\_\_\_  
1 Per Five Line

\_\_\_\_\_  
Dudley, MA 01571

The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated January 31, 2024.
- 3) Scope of Work, Attachment B, dated January 31, 2024.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of award by the Board of Selectmen. The Contractor shall commence work within 2 weeks of Notice of Award, and be substantially completed by June 14, 2024, with final completion by June 28, 2024. Dates may change subject to adjustments by change order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the Amherst Police Department roof, including 30-year architectural shingles, underlayment, drip edge and all necessary flashing, miscellaneous materials, equipment and labor is:

\$ 35,499.00 - Thirty five thousand four hundred and ninety nine dollars.  
(Total Cost written)

If deemed necessary, per 4 x 8 plywood roof deck sheet replacement time and material:

Unit price per/sheet installed is: \$ 75.00 per sheet up to 5/8ths  
Seventy five dollars per sheet up to 5/8ths  
(Total per/sheet written)

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if the total bid exceeds \$25,000.

This roof replacement Agreement entered into as of the day and year first written above.

**OWNER, by its Selectmen**

\_\_\_\_\_  
Peter Lyon, Chairman

\_\_\_\_\_  
Danielle Pray, Vice-Chair

\_\_\_\_\_  
William Stoughton, Clerk

\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
Thomas Grella

**Or,**

\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D, Town Administrator

**CONTRACTOR**

*Robert Castle*  
(Signature)

*Robert Castle*  
Printed name, title, and address

*Sales Manager*

*307 Elm St. Milford Vt.*

The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated January 31, 2024.
- 3) Scope of Work, Attachment B, dated January 31, 2024.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of award by the Board of Selectmen. The Contractor shall commence work within 2 weeks of Notice of Award, and be substantially completed by June 14, 2024, with final completion by June 28, 2024. Dates may change subject to adjustments by change order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the Amherst Police Department roof, including 30-year architectural shingles, underlayment, drip edge and all necessary flashing, miscellaneous materials, equipment and labor is:

\$ 29,900.00

Twenty-nine thousand nine hundred dollars

(Total Cost written)

If deemed necessary, per 4 x 8 plywood roof deck sheet replacement time and material:

Unit price per/sheet installed is:      \$ 100.00

One Hundred

(Total per/sheet written)



**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if the total bid exceeds \$25,000.

This roof replacement Agreement entered into as of the day and year first written above.

**OWNER, by its Selectmen**

\_\_\_\_\_  
Peter Lyon, Chairman

\_\_\_\_\_  
Danielle Pray, Vice-Chair

\_\_\_\_\_  
William Stoughton, Clerk


\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
Thomas Grella

**Or,**

\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D, Town Administrator

**CONTRACTOR**

  
\_\_\_\_\_

(Signature)

**Corey Lapointe**  
\_\_\_\_\_

Printed name, title, and address

**Project Manager**  
\_\_\_\_\_

**34 Laurier St.**  
\_\_\_\_\_

**Manchester, NH 03102**  
\_\_\_\_\_

The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated January 31, 2024.
- 3) Scope of Work, Attachment B, dated January 31, 2024.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of award by the Board of Selectmen. The Contractor shall commence work within 2 weeks of Notice of Award, and be substantially completed by June 14, 2024, with final completion by June 28, 2024. Dates may change subject to adjustments by change order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the Amherst Police Department roof, including 30-year architectural shingles, underlayment, drip edge and all necessary flashing, miscellaneous materials, equipment and labor is:

\$ 29,500.00 \_\_\_\_\_  
Twenty Nine Thousand Five Hundred Doallrs \_\_\_\_\_  
(Total Cost written)

If deemed necessary, per 4 x 8 plywood roof deck sheet replacement time and material:

Unit price per/sheet installed is:      \$ 65.00 \_\_\_\_\_  
Sixty Five Dollars \_\_\_\_\_  
(Total per/sheet written)

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if the total bid exceeds \$25,000.

This roof replacement Agreement entered into as of the day and year first written above.

**OWNER, by its Selectmen**

\_\_\_\_\_  
Peter Lyon, Chairman

\_\_\_\_\_  
Danielle Pray, Vice-Chair

\_\_\_\_\_  
William Stoughton, Clerk

\_\_\_\_\_  
John D'Angelo

\_\_\_\_\_  
Thomas Grella

**Or,**

\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D, Town Administrator

**CONTRACTOR**

*Peter DeSalvo*  
\_\_\_\_\_  
(Signature)

**Peter DeSalvo, President**  
\_\_\_\_\_  
Printed name, title, and address

\_\_\_\_\_  
15 Central Street Hudson, NH 03051  
\_\_\_\_\_



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** DPW- Church Steeple Painting Bid

**Department:** Public Works

**Meeting Date:** March 18, 2024

**Staff Contact:** Eric Slosek

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## **BACKGROUND INFORMATION:**

We recently solicited bids for the painting of the Town-owned Congregational Church steeple and bell tower. This includes refinishing the clock faces. It has been several years since the church painted their portion of the building. The steeple is in desperate need of paint to prevent further deterioration, which would result in more costly repairs. We received two qualified bids from contractors. A third bid did not submit a bid security with their bid and therefore was disqualified. A bid security in the amount of \$500 was required for bids exceeding \$25,000.

The two qualified bids received were from Scholar Paint & Restoration, and Target New England Restorations. The bid amounts were \$92,320 and \$57,760 respectively. Both contractors submitted portfolios containing examples of projects they have completed. Both contractors are well qualified with experience working on historical structures. We recommend awarding the bid to Target New England Restorations. They are a well qualified company located in Alton Bay, NH. They had the qualified low bid. Target New England Restorations was the sole bidder of this project in February 2022. Their bid at that time was \$76,680.

Funding for this project has not yet been established. We unsuccessfully applied for the moose plate grant last year. The BOS earmarked \$70K of ARPA money for the PD roof project. We just received bids for the roof project and are recommending the low bid which was \$27,140. We recommend that the BOS uses the balance of these earmarked ARPA funds, totaling \$42,860, toward the balance of the Church Steeple Painting. We propose to cover the remaining balance of \$14,900 using unused funds identified in the FY24 salt budget.

The advertised bid can be found

here: [https://www.amherstnh.gov/sites/g/files/vyhlf4116/f/uploads/dpw01-24\\_bid\\_0.pdf](https://www.amherstnh.gov/sites/g/files/vyhlf4116/f/uploads/dpw01-24_bid_0.pdf)

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

\$42,860 (ARPA); \$14,900 (SALT-01-4312-60-2662)

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

Recommend to award contract to Target New England Restorations.

**SUGGESTED MOTION:**

I move to award DPW01-24, the Congregational Church Steeple Painting project, to Target New England Restorations, for the amount of \$57,760. Funding for the project will come from \$42,860 in ARPA funds, and \$14,900 from the FY24 Highway budget. I further authorize the DPW Director to sign the related contract documents.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

- 1. DPW01-24 award form
- 2. Target New England
- 3. Scholar Painting & Restoration
- 4. IM Painting

**TOWN OF AMHERST**

Town Department: DPW

Date: March 8, 2024

Line Item: TBD

Budget Amount:

Bid #: DPW01-24    Item: Congo Church Steeple

Date Bid To Be Awarded: March 18, 2024

<u>Vendor</u>	<u>Price</u>	<u>Total</u>	<u>Other Considerations</u>
1. Im Painting		\$48,400.00	No bid bond
2. Scholar Paint & Restoration		\$92,320.00	
3. Target New England Restorations		\$57,760.00	

Recommend bid be awarded to: Target New England Restorations

\_\_\_\_\_  
Signature of Town Administrator / Date

This bid was posted on the Town of Amherst website, Construction Summary of NH, ME, and VT, NH Municipal and Dodge Data & Analytics.

Attached to this request is a copy of the specifications and proposal from the lowest qualified bidder. Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.

**AGREEMENT**

This AGREEMENT is made 3/8, 2024, BETWEEN the Owner: Town of Amherst

and the Contractor: James Doherty dba Target New England for the following Project:

**Maintenance and Painting of (town owned) Congregational Church Steeple.**

The Owner and Contractor agree as follows:

**ARTICLE I  
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) Contractor's Proposal.
- 3) Any issued addenda.
- 4) General Provisions, Attachment A, dated February 13, 2024.
- 5) Specifications, Attachment B, dated February 13, 2024.
- 6) This agreement signed by the Owner and the Contractor.
- 7) Written change orders or orders for minor changes in the Work issued after execution of this Agreement.

**ARTICLE II  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be on or after April 1, 2024. The Contractor shall complete the Work not later than June 28, 2024, subject to adjustment by Change Order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum is:

\$ Fifty Seven thousand seven hundred sixty  
(Words)

\$ 57,760.00  
(Numerals)

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Submittals shall be submitted no more than two times in any calendar month.
3. Work shall be certified, and payment made within 15 days.
4. Proposals greater than \$25,000.00 will require Bid, Performance, and Payment Securities. If required, Payment & Performance securities shall be in the amount of 100% of the contract. Bid Security shall be in the amount of \$500.

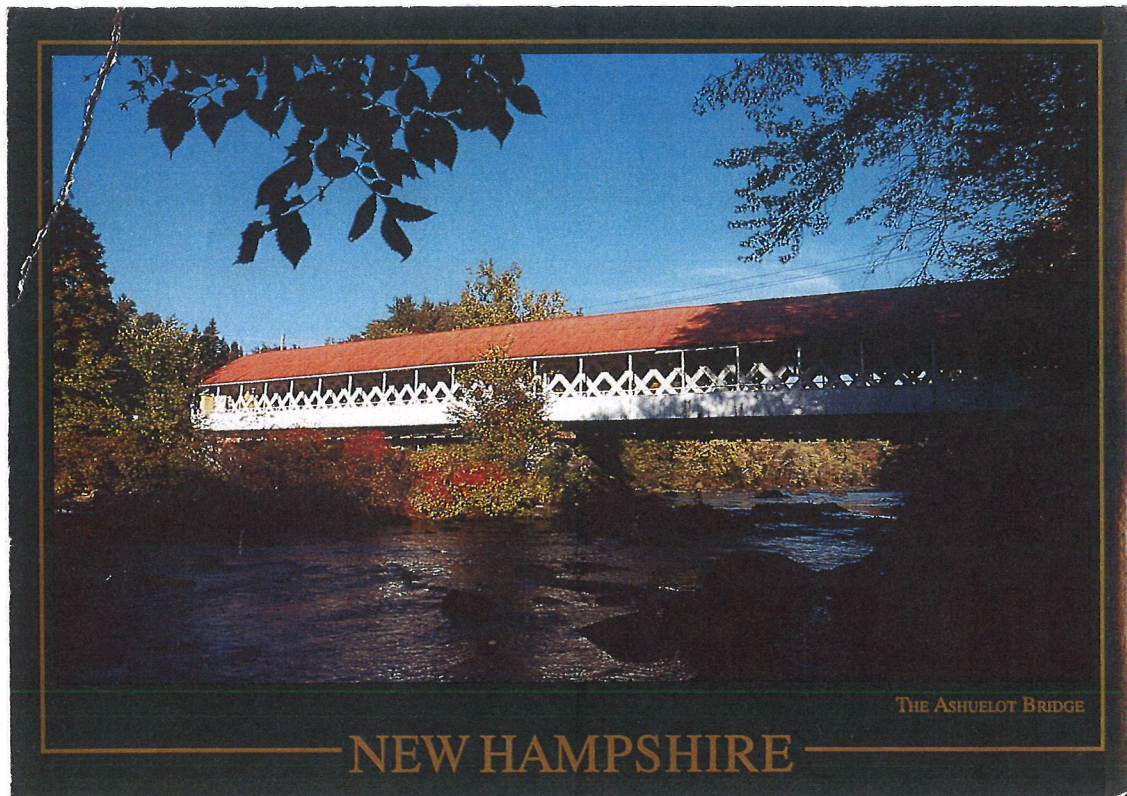
**ARTICLE V  
INSURANCE**

The Contractor shall provide satisfactory evidence of both Contractor's Liability and Workers Compensation Insurance (unless it is an owner/operator company with no employees).



# TARGET NEW ENGLAND

## Historical Restorations



Ashuelot Covered Bridge

Winchester, NH

*James Doherty, Owner*

At Target New England, Historical Restorations, we offer quality professional work done in a timely manner. We understand the need to meet deadlines and work cohesively with other contractors as necessary. We are licensed and insured with a two-million-dollar umbrella policy.

The following is a list of references. If you should need any further information on Target New England, Historical Restorations, or on any of our services, please feel free to contact us at (603) 387-0664.

### References

**Norman Larson A.I.A.**  
Meredith, NH 03253  
(603) 279-6513

**Claudia Lampher, Administrator**  
Town of Effingham, NH 03882  
(603)539-2838

**Dr. Stephen Loring**  
Smithsonian Institution  
(301) 379-9920

**David Croumie, Facility Director**  
Peterborough, NH 03458  
(603) 924-8000



**Effingham Library Weathervane**



James Doherty, General Contractor and Owner of Target New England has been doing commercial painting and building restorations for over 25 years. In 1978, Jim was field supervisor in the Industrial Division for the John Ahern Co. in Massachusetts. This time period included sandblasting, shot blasting and industrial spraying. In 1981, Jim embarked on his first abatement project. This was the encapsulation of the Performing Arts Center at Guildet College in Washington, D.C. Having attended the first lead paint removal class at Tufts University, he has been offering environmental contracting for over 15 years. For the past 10 years Jim has been focusing on historical restorations including covered bridges, town halls, churches and other historical town buildings. Jim is also the distributor for NOCHAR Fire Preventer and is one of three certified applicators in the New England region.

At Target New England, we offer a wide variety of services including:

- Industrial Protective Coatings (interior & exterior)
- Custom block work and masonry
- Restorations (clock tower, covered bridges, historical buildings a specialty)
- Asbestos removal and disposal
- Lead paint removal and disposal
- NOCHAR fire retardant, sales and services
- Pigeon guano and waste removal, sanitation, barrier installation
- Roof repairs and installations
- Gold gilding and Powdercoating available

New Durham Weathervane



New Durham Town Hall  
Clock Tower



## Portsmouth, NH



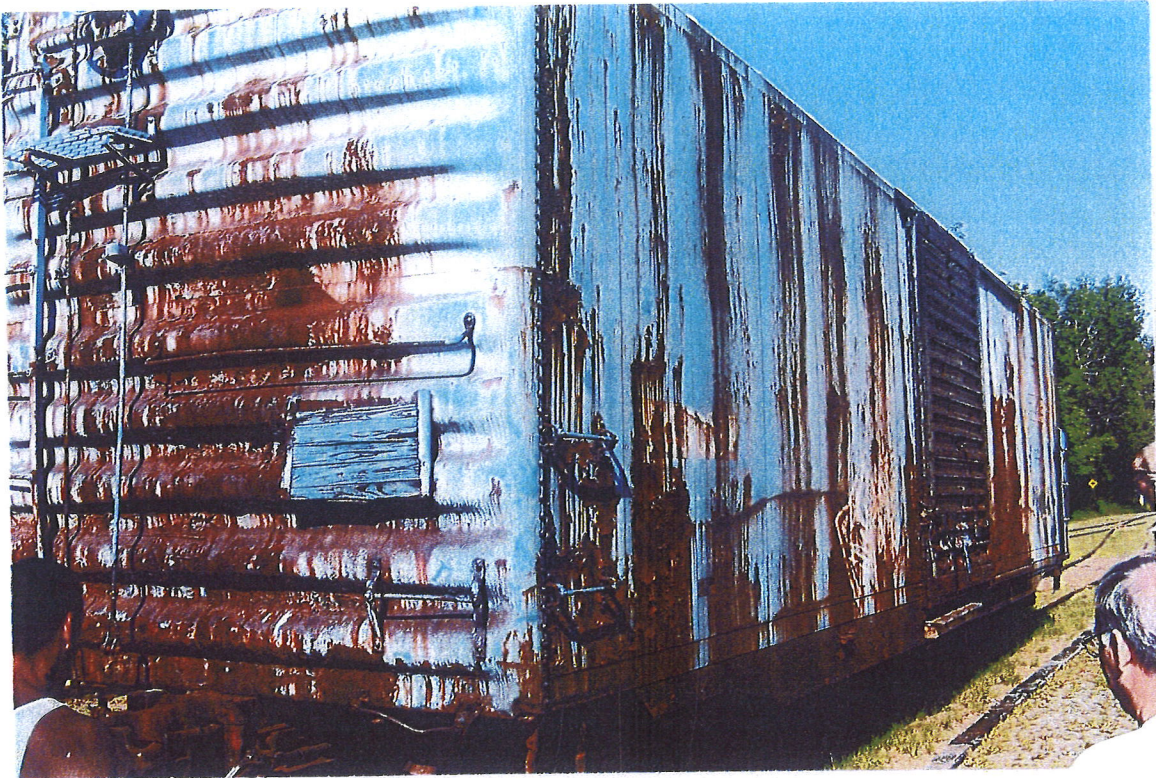
### Governor Wentworth Mansion

1750

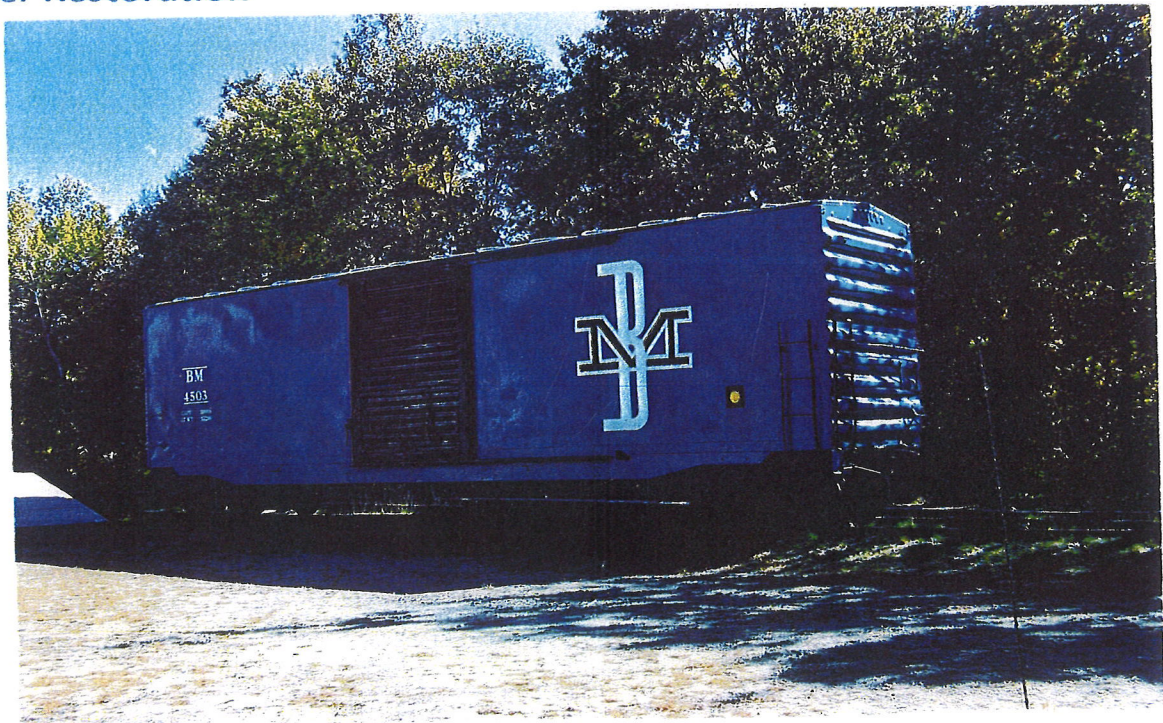


# Restoration of a B&M Railroad Box Car owned by the Andover, NH Historical Society, Andover, NH

## Before Restoration



## After Restoration





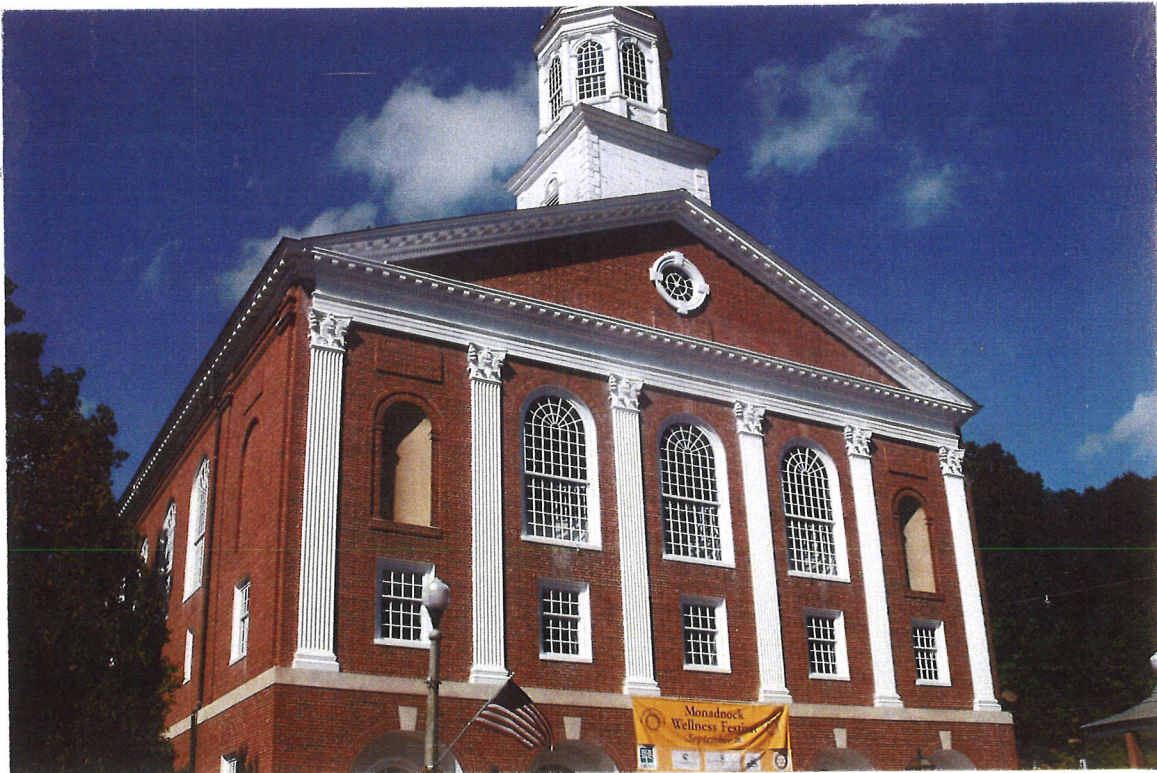
Goffstown, NH - Grassmere Town Hall



Franconia, NH - Meeting House



# PETERBOROUGH TOWN HALL



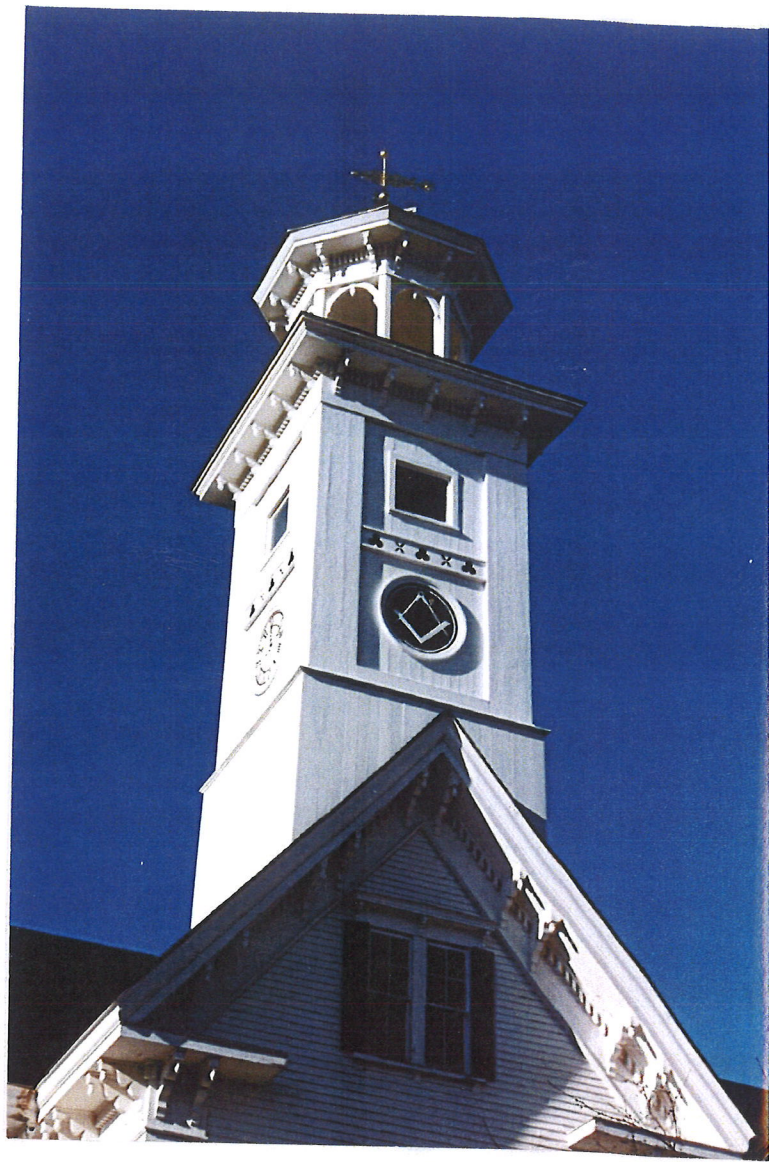




Derry, NH Congregational Church







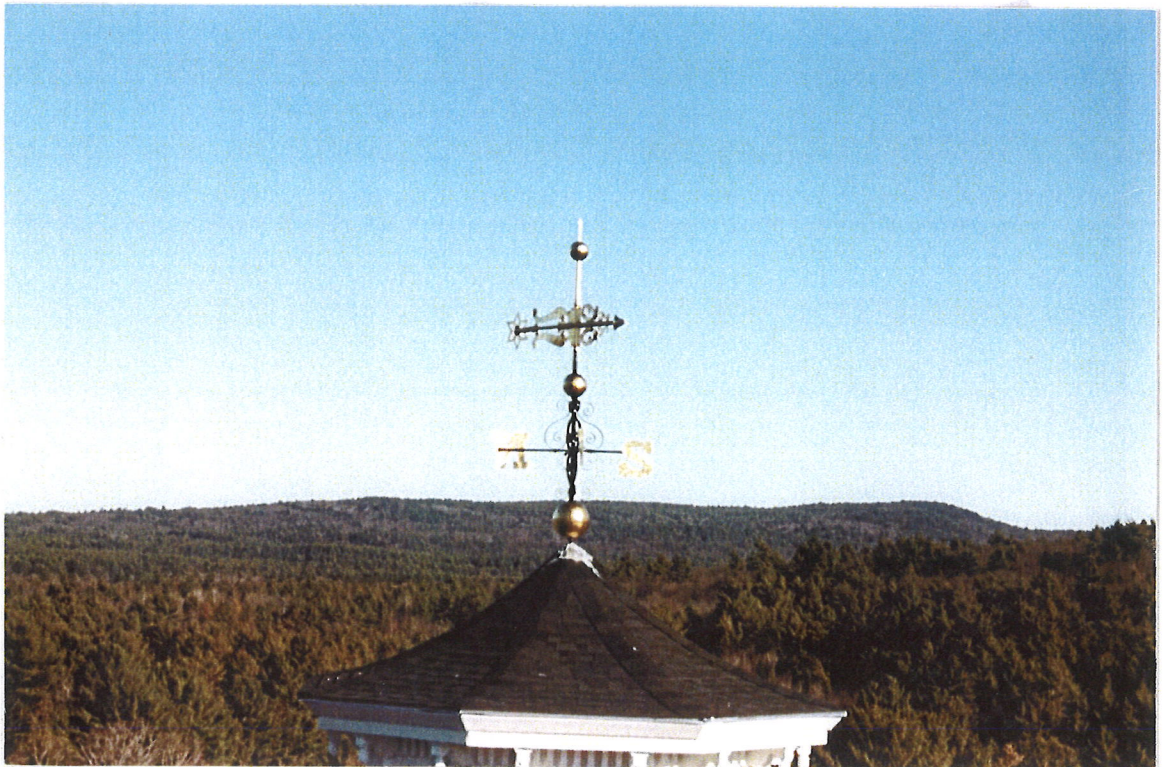
**Effingham Library**







**Effingham Library**





FREEWILL BAPTIST CHURCH

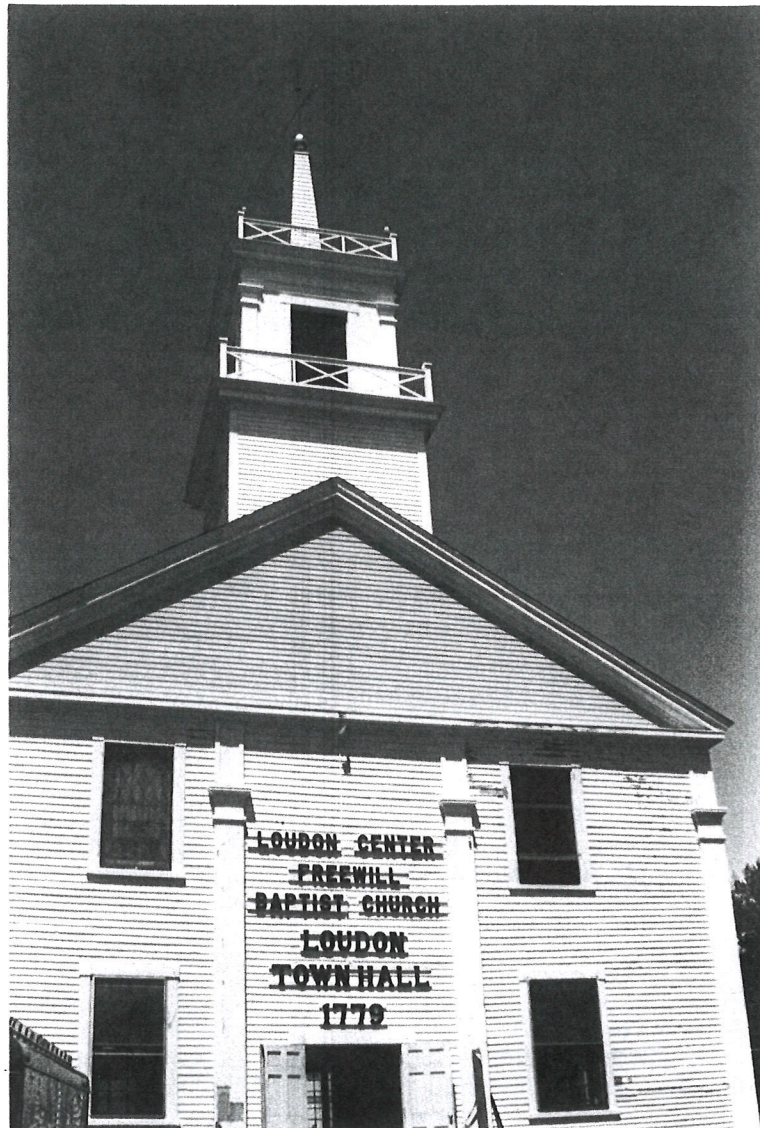
LOUDON TOWN HALL

Loudon, New Hampshire

Fire Damaged

Historically Restored by Target New England

May 2006 – January 2007







**Exeter Community Center**

**Rye Town Hall**



## **AGREEMENT**

This AGREEMENT is made March 5th, 2024, BETWEEN the Owner: Town of Amherst

and the Contractor: Scholar Painting, LLC for the following Project:

**Maintenance and Painting of (town owned) Congregational Church Steeple.**

The Owner and Contractor agree as follows:

### **ARTICLE I THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) Contractor's Proposal.
- 3) Any issued addenda.
- 4) General Provisions, Attachment A, dated February 13, 2024.
- 5) Specifications, Attachment B, dated February 13, 2024.
- 6) This agreement signed by the Owner and the Contractor.
- 7) Written change orders or orders for minor changes in the Work issued after execution of this Agreement.

### **ARTICLE II DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be on or after April 1, 2024. The Contractor shall complete the Work not later than June 28, 2024, subject to adjustment by Change Order.

**ARTICLE III  
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum is:

\$ Ninety-Two Thousand Three Hundred Twenty Dollars and Zero Cents  
(Words)

\$ 92,320.00  
(Numerals)

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Submittals shall be submitted no more than two times in any calendar month.
3. Work shall be certified, and payment made within 15 days.
4. Proposals greater than \$25,000.00 will require Bid, Performance, and Payment Securities. If required, Payment & Performance securities shall be in the amount of 100% of the contract. Bid Security shall be in the amount of \$500.

**ARTICLE V  
INSURANCE**

The Contractor shall provide satisfactory evidence of both Contractor's Liability and Workers Compensation Insurance (unless it is an owner/operator company with no employees).





HIC #0621131

Tuesday, March 5, 2024

Project Name: Congregational Church Steeple Painting Client: Town of Amherst

Project Location: Amherst, NH Contact: Town of Amherst

Scholar Painting, LLC is an Affirmative Action, Equal Opportunity Employer CT, RI, NY, and MA Certified MBE and DBE Contractor

PROPOSAL FOR PAINTING

I/WE, the Owner(s) of the premises described above authorize Scholar Painting LLC, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to paint and/or improve the above premises in a good, workmanlike, and substantial manner according to the following terms, specifications, and provisions. The below proposal does not include tax.

SCOPE OF WORK:

The Scope of Work includes scraping (as needed), painting, and minor repairs of the Town-owned portion of the Amherst Congregational Church. Specifically, the Town owned portion of the church to be painted is the part of the building located above the roofline of the main church building. This portion includes the clock & bell tower (including the clock face), and steeple (including weathervane), including all arches, railings, moldings, and fixtures previously painted. A more detailed description of this work is as follows:

- 1. As part of this project, any areas where paint is flaking or peeling will be scraped, cleaned, and re-primed with Mad Dog Dura-Prime primer and painted with two coats of high-quality Sherwin Williams Duration, Low Lustre Exterior Latex. The color is Extra White #6510-28078. This is the same brand, color, and type of paint used to paint the main building last year.
2. Check for any water or ice damage to the shield around the base of the clock tower area, repair and seal as needed prior to painting.
3. Paint the clock tower area, including clock faces, located between the main church roof and belfry area, as specified in section 1 of this attachment. The clock faces shall be painted with Sherman Williams Emerald, Satin Exterior Latex; the color is Black Forest Green. The numerals, minute markings, and clock hands shall be left as-is except that minute markings and numerals found to be canted or misaligned shall be reset to align properly.
a. The successful bidder will analyze the gold-colored minute markings, clock hands, and hour numerals while working on the clock face. They will determine how these components have been finished and offer a price to the Town at that time to finish said markings, clock hands, and numerals. At its option, the Town may elect to have these items finished at the agreed upon cost. If desired, this work would be added by change order.
4. Check the flashing around each of the eight columns to the belfry level to insure complete seal. Reseal as needed each column with adhesive compatible with Carlisle Adhered Roofing system. These columns were cut in February 2000. They have continued to dry but have not had attention since reconstruction. Checks in the columns themselves shall be left open to breathe. Paint only the exterior surface of the column and take care not to fill the void of said checks with paint.

Phone: 1.877.447.2465

2 Klarides Village Drive #145 | Seymour CT 06483

Fax: 1.877.737.5543

www.scholarpainting.com

Scholar Painting, LLC is an Affirmative Action, Equal Opportunity Employer



**EXCLUSIONS:**

- Normal working hours are Monday through Friday, from 6:00am to 6:00pm (No OT)
- Skim Coating / Heavy Prep
- Dumpster / Disposal
- Power / Electricity

- Prevailing Wage Rates
- Tax
- Water

**PRICE OPTION:**

**TOTAL PRICE.....\$92,320.00**  
**Tax, if applicable, is not included**  
*Ninety-Two Thousand Three Hundred Twenty Dollars and Zero Cents*

**\*\*\*Proposal Is Valid For 60 Days from Date of Submission\*\*\***

The price above includes labor and material necessary to complete the project as described.

**ASSUMPTIONS:**

- Any patching on new finished paint will be extra work.
- Mobilization, unless noted on proposal.

**GENERAL CONSTRUCTION NOTES:**

- The Contractor shall perform the work to accommodate to the greatest extent reasonable the normal use of the premises by the Owner during the construction period.
- The Contractor shall be responsible for protecting the dwelling and contents from weather and damage during construction and shall be responsible for the repair and or replacement of any damage to the building and or contents until completion of the contract.

**CONTRACTOR RESPONSIBILITIES:**

- Cover all unpainted items to protect from splatter.
- Cover all areas with drop clothes and plastic mask areas off while sanding to prevent dust from exiting working area.
- Clean, neat, and professional crews, daily walk around job site, and daily updates to customer to ensure progression of scope is up to customer's satisfactions and standards.
- A full cleanup of jobsite after completion of work will be performed to ensure areas are cleaner than they were prior to painting.
- Work continuous days until completion (excluding Sundays and Holidays)
- Final walk around with customer to ensure 100% customer satisfaction of work has been met.

**CUSTOMER RESPONSIBILITIES:**

Customer shall supply Scholar Painting LLC with the following:

- Single phase 120 volt at 20 amps throughout area in order for us to provide our full services.
- Dumpster disposal by others.



**CONDITIONS:**

- It is Scholar Painting policy that prior to the start of the project; we are in receipt of a hard copy of a purchase order/contract. Faxed copies are acceptable
- We will cooperate with you as much as possible with respect to job scheduling. However, in the event that the job is postponed within 48 hours of the agreed upon start-up date, the GC/Owner will be responsible for materials. The materials cost will be applied towards the invoice after the job is completed.
- It is the GC/Owners responsibility, unless otherwise stated, to have the work areas cleared of all moveable objects. If there is a startup delay caused by GC/Owner, there will be a charge.
- Proper room ventilation; dust enclosures and protection of in-place equipment (if necessary) are the GC/Owners responsibility.
- GC/Owner shall supply 110-volt, 20-amp electrical service with standard 3-prong outlets for mixing equipment.
- GC/Owner shall supply sufficient lighting, potable water, heat, traffic control, material/equipment storage area, rest room facilities, and set-up area adjacent to work area and any necessary security if doors need to be left open or unlocked during the installation.
- Construction debris, shot blasting refuse and empty pails and cans to be disposed of by GC/Owner.
- Repair cost or cost incurred by job interruption caused by water, oil or other contaminants will be borne by the GC/Owner.
- Scholar Painting. is not responsible for footprints or damage caused by GC/Owners employees.
- GC/Owner agrees to supply all needed permits and incur cost (if any).

**Expected Start Date** 4/15/24  
**Expected Completion Date** by 6/28/24

**Payment Remittance Address: 682 South Main St. Seymour, CT 06483 (DO NOT Send a check to 2 Klarides Village Dr.)**



Thank you for the opportunity to submit this proposal!

If you have any questions, or if you would like to discuss this proposal further, please feel free to contact me directly.

Regards,

*Marc Bodwell*

Scholar Painting, LLC  
(O) 877-447-2465  
(C) 772-913-0334

**ACCEPTANCE:** This proposal/contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this proposal/contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges. This proposal is agreed upon without tax included unless noted within the contract document.

**You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.**

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**Approved and Accepted Owner (Authorized Signature, Print, Date)**

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**Approved and Accepted Contractor (Authorized Signature, Print, Date)**





**ADDITIONAL PROVISIONS - Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:**

**1. Contract, Plans, Specifications, Permits and Fees.** The work described

in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by Owner.

**2. Installation.** Contractor has the right to subcontract any part of, or all of, the work herein.

**3 Change Orders.** Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

**4. Owner's Responsibility; Insurance etc.** Owner is responsible for the following: (1) to see that all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises. (2) to provide a storage area on the premises for equipment and materials. (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to clothing, automobiles, draperies, appliances, fixtures, plants, or any other personal effects and properties. In the event that Owner fails to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. (4) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations. (5) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum at least equal to the contract price, prior to and during performance of this contract. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any work or materials supplied by Contractor in repainting or restoring the project shall be paid for by Owner as extra work.

**5. Delay.** Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

**6. Surplus Materials and Salvage.** Any surplus materials left over after this contract has been completed are the property of Contractor and will be removed by same. No credit is due Owner on returns for any surplus materials because this contract is based upon a complete job. All salvage resulting from work under this contract is the property of Contractor.

**7. Cleanup & Advertising.** Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers.

**8. Method of Paint Application & Paint Colors.** Owner authorizes Contractor to use any method of paint application that Contractor deems appropriate, whether it be brush, pad, roller, spray or a combination thereof. Where colors and sheen factors are to be matched, Contractor shall make reasonable efforts to do so but does not guarantee a perfect match. At the written request of Owner, Contractor shall provide a sample of any paint for approval by Owner. If Owner does not request a paint sample, Contractor is authorized to apply manufacturer's standard paint as identified in this contract and is not responsible for any differences between the manufacturer's color chart and the paint as it is applied.

**9 Hazardous Substances.** Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government). Should any such hazardous substances be suspected to be present on the premises, it is the Owners' responsibility to arrange and pay for inspection and

abatement. Contractor cannot certify or warrant your building as being free of hazardous substances.

**10 Custom Mixed Colors.** Custom mixed colored paint CANNOT be returned to a paint supplier for credit. Should Owner choose a custom mixed colored paint for this job, Owner understands that after Contractor has purchased the custom mixed paint chosen by Owner, no changes in color will be possible without a written change order with Owner agreeing to an additional charge covering the purchase price of the new colored paint in addition to the purchase price of the old colored custom mixed paint, and, the reimbursement to Contractor for any labor and/or materials already expended in applying the originally chosen custom mixed colored paint.

**11 Right to Stop Work and to Withhold Payment on Labor and Materials.** If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

**12 Payment.** Upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for this home improvement, a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

**13 Collection.** Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law.

**14 Legal Fees.** In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any set, fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

**15 Arbitration of Disputes.** Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association, which are in effect at the time of the demand for arbitration that is filed. A judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the Law. The arbitrator shall award reasonable attorney fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who does(do) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

**16. Warranty -** All labor and materials for interior and exterior painting will be warranted for two (2) years from date of project completion unless otherwise stated. Warranty covers all paint, labor, and materials used for the project. Inner-coat peeling, horizontal surfaces (i.e. railings and deck floors) are not covered under this warranty. Customer must follow all manufacturer recommended maintenance and care for coatings or this warranty is void.

**NOTICE:** By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the 'arbitration of disputes' provision by neutral arbitration as provided by law, and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the 'arbitration of disputes' provision. If you refuse to submit to arbitration after agreeing to this provisions, you may be compelled to arbitrate under the authority of applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the 'arbitration of disputes' provision to neutral arbitration.

I Agree to Arbitration: \_\_\_\_\_  
(Owner Initials)

I Agree to Arbitration: \_\_\_\_\_  
(Contractor Initials)



2 Klarides Village Drive #145  
Seymour, CT 06483  
Ph: 877.447.2465 | Fax: 877.737.5543  
**HISTORIC PROJECT REFERENCES**

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**Home of Franklin D. Roosevelt**

4097 Albany Post Road  
Hyde Park, NY 12538  
Year Built: 1800-1845  
*U.S. National Register of Historic Places*  
*U.S. National Historic Site*  
Owner: US Dept. of the Interior  
Contact: Craig Olezewski, 845-240-4350  
[craig\\_olezewski@nps.gov](mailto:craig_olezewski@nps.gov)  
General Contractor: Scholar Painting  
Scope: Interior Painting & Historic Restoration  
Contract Amount: **\$88,320**  
Completed: February 2021

**Westport Green Farms Church**

71 Hillandale Road  
Westport, CT 06880  
Year Built: 1853  
*Historic Building of Connecticut*  
Owner: R.B. Benson & Co., Inc  
Contact: Rick Benson, 203-856-9792  
[rick.rbbensonco@gmail.com](mailto:rick.rbbensonco@gmail.com)  
General Contractor: Scholar Painting  
Scope: Interior and Exterior Painting & Historic Restoration  
Contract Amount: **\$228,600**  
Completed: June 2021

**Prudence Crandall Museum Reno**

1 South Canterbury Rd  
Canterbury, CT 06331  
Year Built: 1805  
*U.S. National Register of Historic Places*  
*U.S. National Historic Landmark*  
*U.S. Historic District Contributing Property*  
Owner: Town of Canterbury  
General Contractor: Kronenberger & Sons  
Restoration  
Contact: Brian Addy, 860-347-4600  
[bryana@kronenbergersons.com](mailto:bryana@kronenbergersons.com)  
Scope: Painting & Historic Restoration  
Contract Amount: **\$98,000**  
Completed: December 2021

**Columbia Church, Loft & Sanctuary**

35 CT-87  
Columbia, CT 06237  
Year Built: 1832  
*Historic Building of Connecticut*  
Owner: Columbia Congregational Church  
Contact: Tim Anderson, taa5534@charter.net  
General Contractor: Scholar Painting  
Scope: Painting  
Contract Amount: **\$78,633.72**  
Completed: November 2021

**Niantic Baptist Church**

414 Main St  
Niantic, CT 06357  
Year Built: 1866  
*Historic Building of Connecticut*  
Owner: Niantic Baptist Church  
Contact: Linda McDougal  
[emtinda@sbcglobal.net](mailto:emtinda@sbcglobal.net)  
General Contractor: Scholar Painting  
Scope: Paint stripping using non abrasive sponge jet, prime and painting of walls and trim.  
Contract Amount: **\$95,000**  
Complete: December 2022

**Nathan Hale House**

2299 South St  
Coventry, CT 06238  
Year Built: 1777  
*U.S. National Register of Historic Places*  
Owner: Connecticut Landmarks  
Contact: Shawn Beckwith, 860-247-8996 Ext. 21  
[shawn.beckwith@ctlandmarks.org](mailto:shawn.beckwith@ctlandmarks.org)  
General Contractor: Scholar Painting  
Scope: Restoration of crown molding, flashing, siding, windows  
Contract Amount: **\$36,320.00**  
Complete: Jan 2022





2 Klarides Village Drive #145  
Seymour, CT 06483  
Ph: 877.447.2465 | Fax: 877.737.5543  
**HISTORIC PROJECT REFERENCES**

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**Groton CT Spicer House**

29 Spicer Ave  
Noank, CT 06430  
Year Built: 1853  
Owner: Town of Groton  
Contact: Greg Hanover, 860-448-4083  
[pworks@groton-ct.gov](mailto:pworks@groton-ct.gov)  
General Contractor: Scholar Painting  
Scope: Exterior Painting  
Contract Amount: **\$74,322**  
Complete: Jan 2022

**GBT Bus Canopy Repainting**

710 Water St  
Bridgeport, CT 06608  
Owner: City of Bridgeport  
General Contractor: Holzner Construction  
Contact: Mark Engengro, 203-335-4204 Ext 112  
[mengengro@holznerelectric.com](mailto:mengengro@holznerelectric.com)  
Scope: Painting  
Contract Amount: **\$132,610.00**  
Completed: August 2021

**Capital Workforce Restoration**

One Union Place  
Hartford, CT 06103  
Owner: Greater Hartford Transit District  
Contact: LaShaunda Drake, 860.247.5329  
[ldrake@ghtd.org](mailto:ldrake@ghtd.org)  
General Contractor: Scholar Painting  
Scope: Restoration, Painting  
Contract Amount: **\$154,260.00**  
Completed: March 2019

**Seymour Town Buildings**

Various Municipal Buildings  
Seymour, CT  
Year Built: 1850-1930  
*Historic Buildings of Connecticut*  
Owner: The Town of Seymour, CT  
General Contractor: Nosal Builders, Inc.  
Contact: Alfred Wilcox, 203.439.9320  
Scope: Painting, Restoration  
Contract Amount: **\$112,330.00**  
Completed: March 2019

**Barkhamsted Church**

6 Old Town Hall Road  
Pleasant Valley, CT 06063  
Year Built: 1845  
*Historic Building of Connecticut*  
Owner: First Congregational Church of  
Barkhamsted  
Contact: Leslie Cosgrove, 860.379.7449  
Scope: Painting, Roof Repair  
Contract Amount: **\$56,970.00**  
Completed: February 2019

**First Christ Congregational Church -  
Restoration**

75 Main Street  
Farmington, CT 06032  
Year Built: 1771  
*U.S. National Register of Historic Places*  
*U.S. National Historic Landmark*  
*U.S. Historic District Contributing Property*  
Owner: First Christ Congregational Church  
Contact: Stephen Nelson, 860.866.6558  
Scope: Exterior painting, bell refurbishment  
Contract Amount: **\$36,923.00**  
Completed: May 2019

**Simsbury Public Library**

725 Hopmeadow Street  
Simsbury, CT 06070  
Year Built: 1890  
*Historic Building of Connecticut*  
Owner: Town of Simsbury  
Contact: Ray Harris, 860. 658.3222  
[rharris@simsbury-ct.gov](mailto:rharris@simsbury-ct.gov)  
General Contractor: Scholar Painting  
Scope: Complete Interior Painting  
Contract Amount: **\$66,309.50**  
Complete: May 2020



2 Klarides Village Drive #145  
Seymour, CT 06483  
Ph: 877.447.2465 | Fax: 877.737.5543  
**REFERENCES – COMPLETED PROJECTS**

**Home of Franklin D. Roosevelt**

4097 Albany Post Road  
Hyde Park, NY 12538  
Owner: US Dept. of the Interior  
Contact: Craig Olezewski, 845-240-4350  
[craig\\_olezewski@nps.gov](mailto:craig_olezewski@nps.gov)  
General Contractor: Scholar Painting  
Scope: Interior Painting & Historic Restoration  
Contract Amount: **\$88,320**  
Completed: February 2021

**GBT Bus Canopy Repainting**

710 Water St  
Bridgeport, CT 06608  
Owner: City of Bridgeport  
General Contractor: Holzner Construction  
Contact: Mark Engengro, 203-335-4204 Ext 112  
[mengengro@holznerelectric.com](mailto:mengengro@holznerelectric.com)  
Scope: Painting  
Contract Amount: **\$132,610.00**  
Completed: August 2021

**UConn Fuel Cell & Family Studies**

University of Connecticut  
Storrs, CT 06269  
Owner: University of Connecticut  
Contact: Mickey Gorman, 860-486-2948  
[michael.gorman@uconn.edu](mailto:michael.gorman@uconn.edu)  
General Contractor: Scholar Painting  
Scope: Painting  
Contract Amount: **\$83,828.11**  
Completed: August 2020

**Prudence Crandall Museum Reno**

1 South Canterbury Rd  
Canterbury, CT 06331  
Owner: Town of Canterbury  
General Contractor: Kronenberger & Sons  
Restoration  
Contact: Brian Addy, 860-347-4600  
[bryana@kronenbergersons.com](mailto:bryana@kronenbergersons.com)  
Scope: Painting & Historic Restoration  
Contract Amount: **\$98,000**  
Completed: December 2021

**Westport Green Farms Church**

71 Hillandale Road  
Westport, CT 06880  
Owner: R.B. Benson & Co., Inc  
Contact: Rick Benson, 203-856-9792  
[rick.rbbensonco@gmail.com](mailto:rick.rbbensonco@gmail.com)  
General Contractor: Scholar Painting  
Scope: Interior and Exterior Painting & Historic  
Restoration  
Contract Amount: **\$228,600**  
Completed: June 2021

**Columbia Church, Loft & Sanctuary**

35 CT-87  
Columbia, CT 06237  
Owner: Columbia Congregational Church  
Contact: Tim Anderson, [taa5534@charter.net](mailto:taa5534@charter.net)  
General Contractor: Scholar Painting  
Scope: Painting  
Contract Amount: **\$78,633.72**  
Completed: November 2021

**Westford Academy WWTF Painting**

30 Patten Road  
Westford, MA 01886  
Owner: Westford Water Dept.  
Contact: Daniel Roop, 781-708-9827  
[doroop@tighbond.com](mailto:doroop@tighbond.com)  
General Contractor: Scholar Painting  
Scope: Painting  
Contract Amount: **\$168,819**  
Completed: November 2021

**UConn Gant Phase 1**

2152 Hillside Road  
Storrs, CT 06269  
Owner: University of Connecticut  
Construction Manager: Whiting and Turner  
Scope: 115,000 sq. ft. of Painting, Keim Coating,  
Epoxy flooring, and Caulking  
Contract Amount: **\$347,100**  
Completed July 2020



2 Klarides Village Drive #145  
Seymour, CT 06483  
Ph: 877.447.2465 | Fax: 877.737.5543  
**REFERENCES – COMPLETED PROJECTS**

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**Capital Workforce Restoration**

One Union Place  
Hartford, CT 06103  
Owner: Greater Hartford Transit District  
Contact: LaShaunda Drake, 860.247.5329  
[ldrake@ghtd.org](mailto:ldrake@ghtd.org)  
General Contractor: Scholar Painting  
Scope: Restoration, Painting  
Contract Amount: **\$154,260.00**  
Completed: March 2019

**Seymour Town Buildings**

Various Municipal Buildings  
Seymour, CT  
Owner: The Town of Seymour, CT  
General Contractor: Nosal Builders, Inc.  
Contact: Alfred Wilcox, 203.439.9320  
Scope: Painting, Restoration  
Contract Amount: **\$112,330.00**  
Completed: March 2019

**Nathaniel Witherell Tower Renovation**

70 Parsonage Road  
Greenwich, CT  
Owner: Town of Greenwich, CT  
General Contractor: Wernert Construction  
Contact: Max Wernert, 203.869.1110  
[max@wernert.com](mailto:max@wernert.com)  
Scope: Painting of walls, ceilings, wallcovering installation  
Contract Amount: **\$95,575.00**  
Completed: February 2019

**UConn Residential Life Dorms Restroom Rehabilitation**

UConn Campus  
Storrs, CT  
Owner: University of Connecticut  
General Contractor: Zlotnick Construction  
Contact: Tom Pereira, 860.456.3221  
Scope: Painting  
Contract Amount: **\$73,320.00**  
Completed: July 2019

**Ansonia School Painting**

42 Grove Street  
Ansonia, CT 06401  
Owner: Ansonia Board of Education  
Contact: Bob Evans, 203.231.1225  
[bevans@ansoniam.org](mailto:bevans@ansoniam.org)  
General Contractor: Scholar Painting  
Scope: Vestibule installation, sheetrock, installation of fire doors, painting entire school  
Contract Amount: **\$250,000**  
Completed: On Call

**Barkhamsted Church**

6 Old Town Hall Road  
Pleasant Valley, CT 06063  
Owner: First Congregational Church of Barkhamsted  
Contact: Leslie Cosgrove, 860.379.7449  
Scope: Painting, Roof Repair  
Contract Amount: **\$56,970.00**  
Completed: February 2019

**First Christ Congregational Church - Restoration**

75 Main Street  
Farmington, CT 06032  
Owner: First Christ Congregational Church  
Contact: Stephen Nelson, 860.866.6558  
Scope: Exterior painting, bell refurbishment  
Contract Amount: **\$36,923.00**  
Completed: May 2019

**Simsbury Public Library**

725 Hopmeadow Street  
Simsbury, CT 06070  
Owner: Town of Simsbury  
Contact: Ray Harris, 860. 658.3222  
[rharris@simsbury-ct.gov](mailto:rharris@simsbury-ct.gov)  
General Contractor: Scholar Painting  
Scope: Complete Interior Painting  
Contract Amount: **\$66,309.50**  
Complete: May 2020





2 Klarides Village Drive #145  
Seymour, CT 06483  
Ph: 877.447.2465 | Fax: 877.737.5543  
REFERENCES – COMPLETED PROJECTS

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**New Haven Ice Rink Roof & Steel Painting**

1080 State Street  
New Haven, CT 06511  
Owner: City of New Haven  
General Contractor: Scholar Painting  
Contact: Christopher Flanagan  
[cflanagan@newhavenct.gov](mailto:cflanagan@newhavenct.gov)  
Scope: Painting ice rink and exposed steel ceiling substrate  
Contract Amount: **\$12,320**  
Completed: April 2020

**Radgowski Correctional Facility Shower Renovation**

986 Norwich-New London Tpke  
Montville, CT 06382  
Owner: State of CT Dept. of Corrections  
Contact: Jason Kaczmarek, 203.806.2667  
Scope: Painting  
Contract Amount: **\$74,320.00**  
Completed: June 2019

**Stonington Middle School**

40 Field Street  
Pawcatuck CT 06379  
Owner: Stonington Public Schools  
General Contractor: Scholar Painting  
Scope: Interior Painting  
Contract Amount: **\$63,320**  
Completed: August 2019

**Uconn Holcomb Hall**

UConn Campus  
Storrs, CT 06268  
Owner: University of Connecticut  
Contact: Scot Gallo, 203.208.2337  
Scope: Painting  
Contract Amount: **\$83,077**  
Completed: June 2019

**UConn Central Utility Plant**

Uconn Campus  
Storrs, CT 06268  
Owner: University of Connecticut  
General Contractor: Bond Brothers  
Scope: Painting  
Contract Amount: **\$78,320**  
Completed: Ongoing

**East Providence High School**

2000 Pawtucket Ave  
East Providence RI 02914  
Owner: East Providence, RI  
Construction Manager: MacKenzie Service Corp  
Contact: Alex McKenzie, 203-383-7300  
Scope: Interior Painting and Renovations  
Contract Amount: **\$196,600**  
Completed: July 2022

**CCRI Newport Campus**

One John H Chafee Blvd  
Newport, RI 02840  
Owner: CCRI  
Contact: Mark Lubutti, 401-825-2380  
Scope: Interior Painting and Renovations  
Contract Amount: **\$108,320.00**  
Completed: April 2022

**New Rochelle Train Station**

1 Railroad Plaza  
New Rochelle, NY 10801-6353  
Owner: City of New Rochelle  
General Contractor: Scholar Painting  
Scope: Masonry, Repointing, Painting  
Contract Amount: **\$66,320**  
Completed: November 2019





2 Klarides Village Drive #145  
Seymour, CT 06483  
Ph: 877.447.2465 | Fax: 877.737.5543

#### TRADE REFERENCES

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**Frank Capasso & Sons**

1003 Middletown Ave  
Northford, CT 06472  
Mike O'Neill, Project Manager  
203-234-2355

**Ansonia Board of Education**

42 Grove Street  
Ansonia CT 06401  
Bob Evans 203-231-1225  
[bevans@ansoniam.org](mailto:bevans@ansoniam.org)

**Wernet Construction Company**

76 Valley Road  
Cos Cob CT 06807  
Max Wernert 203-869-1110  
[max@wernert.com](mailto:max@wernert.com)

**Zack Painting Company, Inc**

900 King Georges Post Road  
Edison, NJ 08837  
David Zack 732-739-7900

**Greenwood Industries, Inc.**

640 Lincoln Street  
Worcester, MA 01605  
Bridget Lombardi 805-865-4040 Ext. 254  
[blombardi@greenwood-industries.com](mailto:blombardi@greenwood-industries.com)

# VAUGHN BUTLER

203.906.8650  
ScholarPainting@gmail.Com

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## CURRENT POSITION

FEBRUARY 2008 TO PRESENT

**CHIEF EXECUTIVE OFFICER**, SCHOLAR PAINTING & RESTORATION, LLC

Oversee all aspects of Company level Sales, Production, Compliance, Growth.  
Managing all office and field personnel.

## EDUCATION

JUNE 2004

HS DIPLOMA, ANSONIA HIGH SCHOOL

JUNE 2008

**BA ECONOMICS**, UNIVERSITY OF CONNECTICUT, STORRS, CT

## CERTIFICATIONS AND TRAINING

- AlBi Fireproofing
- RRP Lead Safety
- Hilti Fireproofing
- GAF Certified Weather Stopper Roofing Contractor
- Graco Western Roof Coating
- OSHA Lead Safety Awareness
- Trained in the application of Glidden, PG, DuraFlex, National Polymers and General Polymer Epoxy Floors
- NACE Level I
- SSPC Project Manager

# MATTHEW BURKE

17 Stanley Drive, Seymour, CT 06483

203.619.4281

[MBurke@ScholarPainting.Com](mailto:MBurke@ScholarPainting.Com)

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## CURRENT POSITION

FEBRUARY, 2008 TO PRESENT

**CHIEF FINANCIAL OFFICER**, SCHOLAR PAINTING & RESTORATION, LLC  
SEYMOUR, CT

Oversee Company level Financials and Compliance, Managing Bookkeeping and Accounting Resources.

**CIVIL ENGINEER**, STV INCORPORATED  
MILFORD, CT

## EDUCATION

JUNE, 2004

HS DIPLOMA, EMMETT O'BRIEN HIGH SCHOOL, ANSONIA, CT

MAY, 2009

**BS CIVIL ENGINEERING**, UNIVERSITY OF NEW HAVEN, NEW HAVEN, CT

## CERTIFICATIONS

- OSHA10
- OSHA Confined Spaces
- OSHA30
- SSPC Containment



## Carole LeFrancois | Project Manager

2 Klarides Village Dr. #145 Seymour, CT 06483  
[860.183.1001](tel:860.183.1001) | [clefrancois@scholarpainting.com](mailto:clefrancois@scholarpainting.com)

Carole has over 30 years of experience in the construction management field. She has gained experience through assisting in running her family's steel business. During this time she has acquired great interpersonal skills, management skills, knowledge of the work, and many certifications and training.

### Education | Certifications & Trainings

Carole has been with Scholar Painting for 4 years as our commercial and residential painting specialist. She often works with schools, higher education facilities, churches, and historical commissions on their painting and restoration projects.

#### Her certifications include:

- OSHA 10 certified,
- Lead RRP Certified
- MEWP Certified
- Quality Control Supervisor Certified.

#### And Trainings Include:

- GHS/HazComm, Scaffolding
- Lead-Asbestos-Silica Dust
- Ladder Safety, Elevated Platform Lifts
- Fall Protection Safety
- Respirator Fit Test.

### Sample of Carole's Projects

#### Mill Hill Elementary School

Scope of Work: Interior Painting  
Contract Amount: \$176,420.00

#### Northwood Apartments Patch and Paint

Scope of Work: Interior Painting  
Contract Amount: \$75,314

#### UConn CUP

Scope of Work: Painting  
Contract Amount: \$78,320

#### GBT Canopy Repainting

Scope of Work: Historic Painting  
Contract Amount: \$132,610

#### White Plains Parking Garage

Scope of Work: Painting of all concrete spandrel panels and vertical steel columns. Stone work  
Contract Amount: \$195,320

#### UConn North Campus Res. Hall 3

Scope of Work: Interior Painting  
Contract Amount: \$120,000

#### Multiple Residential Locations

Scope of Work: Interior and Exterior Painting, Siding, and Power Washing  
Contract Amount: Various Projects



# STATE OF CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at [dcp.occupationalprofessional@ct.gov](mailto:dcp.occupationalprofessional@ct.gov).

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at [www.elicense.ct.gov](http://www.elicense.ct.gov).

Mailing address:

**SCHOLAR PAINTING LLC  
2 KLARIDES VILLAGE DR # 145  
SEYMOUR, CT 06483-2737**

Email on file to be used for receiving all notices from this office:

**[admin@scholarpainting.com](mailto:admin@scholarpainting.com)**



State of Connecticut  
Department of Administrative Services  
Supplier Diversity Program

*This Certifies*

**Scholar Painting LLC**

DBA: Scholar Painting & Restoration  
2 Klarides Village Dr #145 Seymour CT 06483  
*Black American*  
*Small/Minority Business Enterprise*  
September 26, 2022 through September 26, 2024

*As a*

**Owner(s):** Matthew Burke; Vaughn Butler

**Contact:** Vaughn Butler

**Telephone:** 203-906-8650 Ext:

**FAX:** 877-737-5543

**E-Mail:** [scholarpainting@gmail.com](mailto:scholarpainting@gmail.com)

**Web Address:** [www.scholarpainting.com](http://www.scholarpainting.com)

**\*\*Affiliate Companies:**



\_\_\_\_\_  
*Supplier Diversity Director*



\_\_\_\_\_  
*Supplier Diversity Specialist*

**\*\* A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.**



# STATE OF CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION

450 Columbus Boulevard ♦ Hartford Connecticut 06103

Attached is your Home Improvement Contractor registration. This registration is not transferable. The Department of Consumer Protection must be notified of any changes to your registration within thirty (30) days of such change. Questions regarding this registration can be emailed to the License Services Division at [dcp.licenseservices@ct.gov](mailto:dcp.licenseservices@ct.gov).

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can access your account with your User ID and Password at [www.elicense.ct.gov](http://www.elicense.ct.gov) to verify, add or change your email address.

Visit our website at [www.ct.gov/dcp](http://www.ct.gov/dcp) to verify registrations, apply online and to obtain the booklet for The Connecticut Contractor for Home Improvement and New Home Construction.

SCHOLAR PAINTING LLC  
VAUGHN BUTLER  
2 KLARIDES VILLAGE DR # 145  
SEYMOUR, CT 06483-2737



## HOME IMPROVEMENT CONTRACTOR

SCHOLAR PAINTING LLC  
VAUGHN BUTLER  
2 KLARIDES VILLAGE DR # 145  
SEYMOUR, CT 06483-2737

Registration #	Effective	Expiration
HIC.0621131	04/01/2023	03/31/2024
SIGNED 		

### STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

**SCHOLAR PAINTING LLC  
VAUGHN BUTLER  
2 KLARIDES VILLAGE DR # 145  
SEYMOUR, CT 06483-2737**

has satisfied the qualifications required by law and is hereby registered as a

**HOME IMPROVEMENT CONTRACTOR**

Registration #: HIC.0621131  
Effective: 04/01/2023  
Expiration: 03/31/2024

  
Michelle Seagull, Commissioner



STATE OF CONNECTICUT  
 DEPARTMENT OF TRANSPORTATION  
 Division of Contract Compliance



Telephone: (860) 594-2177  
 Fax: (860) 594-3016  
 Mailing Address: Administration Building  
 2800 Berlin Turnpike  
 Newington, CT 06131

December 22, 2021

Mr. Vaughn Butler  
 Scholar Painting, LLC  
 2 Klarides Village Drive #145  
 Seymour, CT 06483

Dear Mr. Butler:

Subject: Issuance of DBE Certification Letter

Effective December 22, 2021 the Connecticut Department of Transportation (ConnDOT) Office of Contract Compliance has determined that your business is eligible for certification in accordance with U.S. Department of Transportation, 49 CFR, Part 26. Your firm can be found on the ConnDOT website at [www.ct.gov/dot](http://www.ct.gov/dot). Your firm is certified under NAIC(S) 238320; 238160; 238140; 238350; 238330; 238990 - to perform the following services:

**Consultant**

*Industrial Bridge Painting, Historical Restoration, Waterproofing, Roofing, Masonry, Epoxy Flooring, Carpentry, Building Repairs and Maintenance*

Under Federal Regulation 49 CFR 26.83(j), you are required to submit an Annual "No Change Affidavit" verifying that no changes have occurred in your firm. Your Annual No Change Affidavit is due on or before your original date of certification each calendar year. The items required for submission include the "No Change Affidavit" and a copy of your DBE Home State Certification if not a Connecticut based firm. Please Note: There will be no other notification of this requirement, and failure to submit this form, as well as all supporting documents, will be viewed as non-responsive and will initiate an Eligibility Hearing to determine if your firm should be decertified due to failure to cooperate.

Additionally, it is your responsibility to inform this Office, in writing, within thirty (30) days of any change in business ownership or structure, day-to-day management or any other substantive changes. Failure to do so may jeopardize your certification.

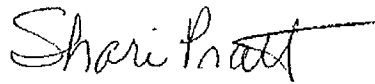
*An Affirmative Action/Equal Opportunity Employer*



Additionally, it is your responsibility to inform this Office, in writing, within thirty (30) days of any change in business ownership or structure, day-to-day management or any other substantive changes. Failure to do so may jeopardize your certification.

If you have any questions, please contact the Office of Contract Compliance at (860) 594-2177 for assistance.

Sincerely,

A handwritten signature in black ink that reads "Shari Pratt". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Shari Pratt, DBE Certification  
Division of Contract Compliance  
Office of Finance & Administration

**No Change Affidavit**

I VAUGHN BUTLER, DBE Firm Owner, swear<sup>1</sup> (or affirm) that there have been no changes in SCHOLAR PAINTING LLC DBE Firm Name circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with SCHOLAR PAINTING LLC DBE Firm Name application for certification, except for any changes about which I have provided written notice to CTDOT/CTUCP pursuant to 49 CFR § 26.83(i).

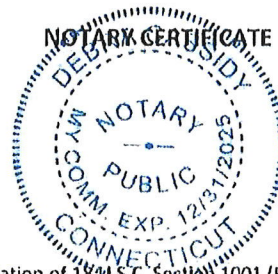
I swear (or affirm) that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further swear (or affirm) that my personal net worth does not exceed \$1.32 million, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I specifically swear (or affirm) SCHOLAR PAINTING LLC DBE Firm Name continues to meet the Small Business Administration (SBA) business size criteria and the overall gross receipts cap of 49 CFR Part 26 and SCHOLAR PAINTING LLC DBE Firm Name average annual gross receipts (as defined by SBA rules) over the previous three fiscal years do not exceed \$23.89 million. I provide the attached size and gross receipts documentation to support this affidavit.

Signature [Handwritten Signature] Date 12/22/2021

On this 22<sup>ND</sup> day of DECEMBER, 2021, before me appeared VAUGHN BUTLER DBE Firm Owner, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by SCHOLAR PAINTING LLC DBE Firm Name, to execute the affidavit and did so as his or her free act and deed.

Notary Public [Handwritten Signature]  
Commission Expires 12/31/2025



<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

THIS CERTIFIES THAT

# Scholar Painting LLC



\* Nationally certified by the: **GREATER NEW ENGLAND MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 238320; 238140; 238160; 238350; 238390; 238190

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/29/2023

**Issued Date**

GN09909

**Certificate Number**

11/30/2024

**Expiration Date**

**Ying McGuire  
NMSDC CEO and President**

**Peter F. Hurst, Jr., President and CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®





## HISTORIC RESTORATION

Historic Masonry

Copper Installation and Restoration

Metal Restoration

Protective Coatings

Wood Siding Replacement

Trim Restoration

Lead Paint Stabilization

Concrete Restoration

Decorative Painting

Waterproofing

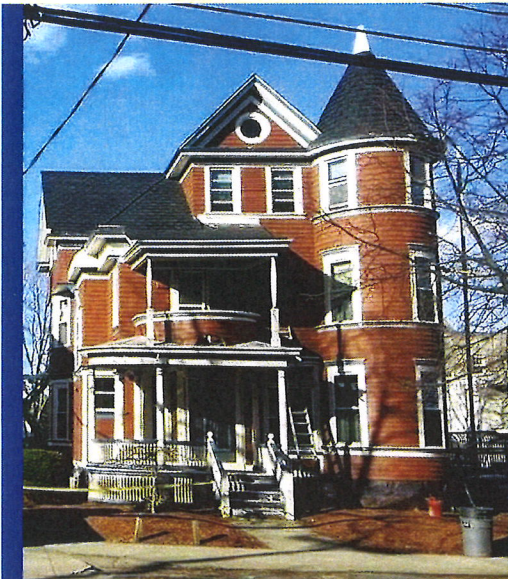
Structural Repair

Window Restoration

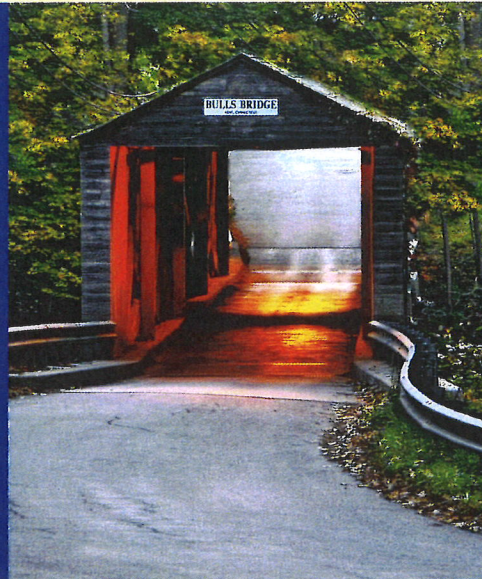
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Roof Repair and Replacement

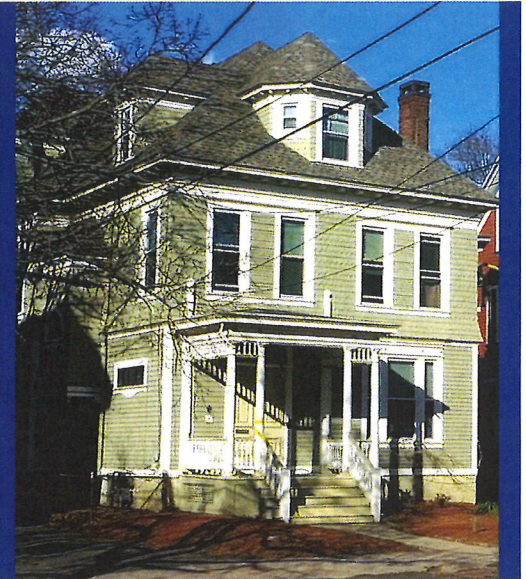
Gutters



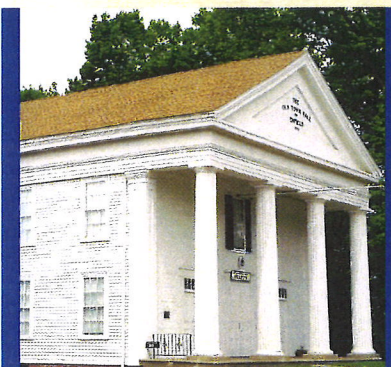
Historic House in New Haven



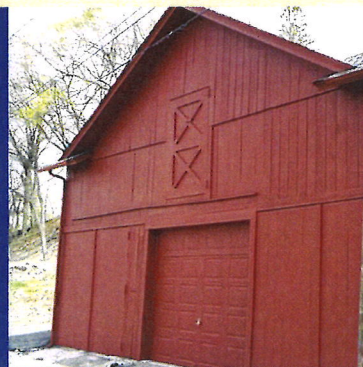
Bull's Bridge in Kent



Liberty Community Housing



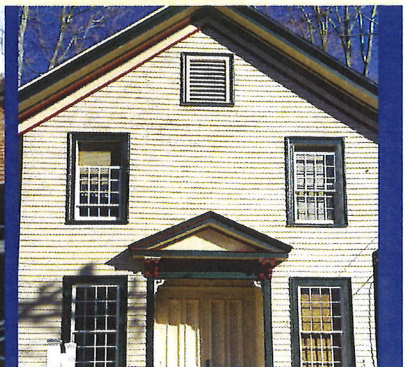
Enfield Old Town Hall



Smith Street Barn



South Britain Library

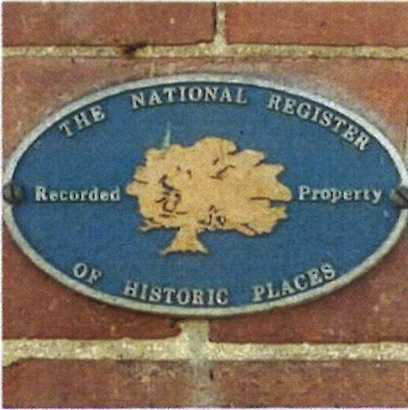
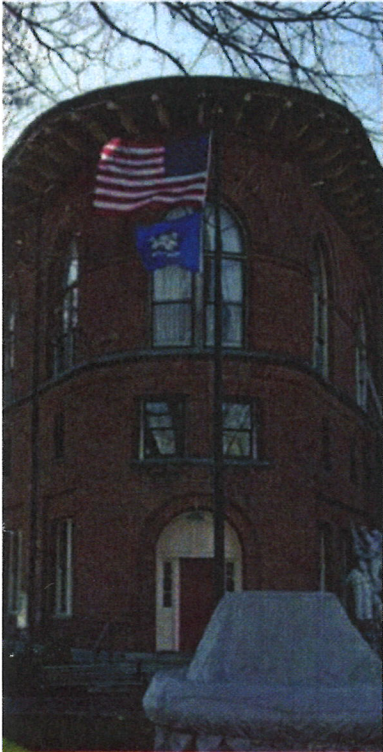
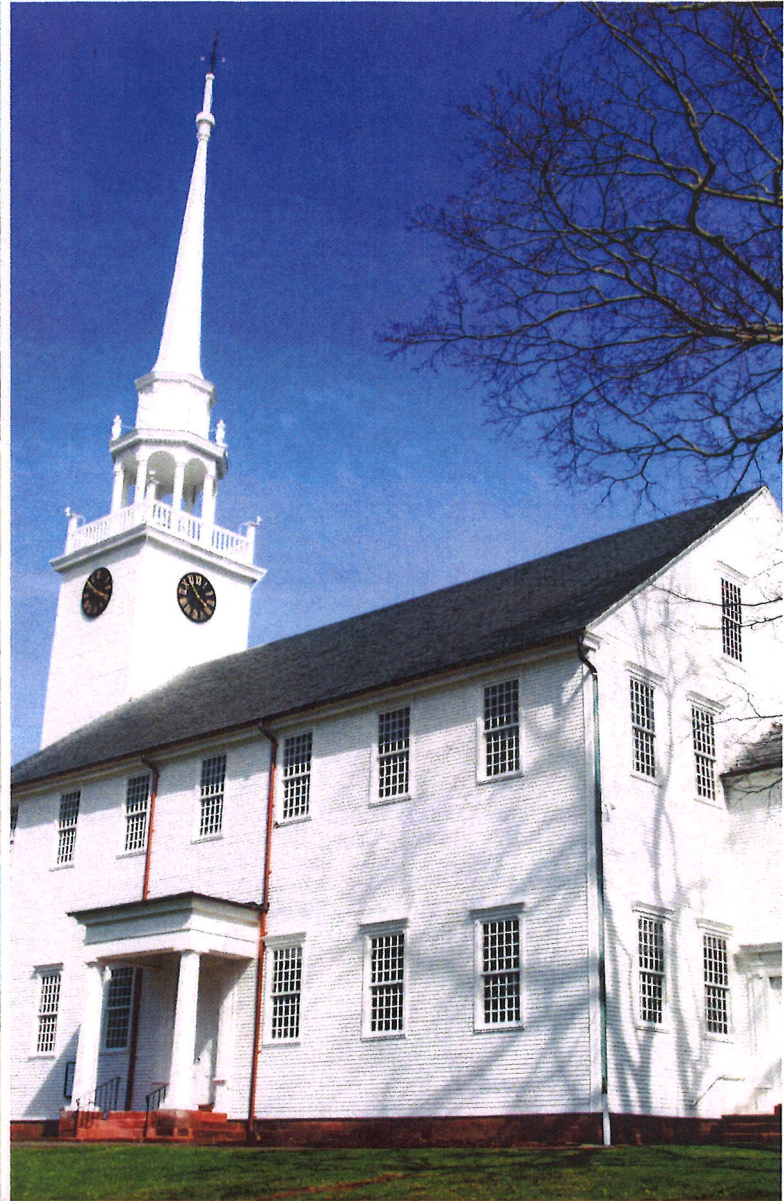
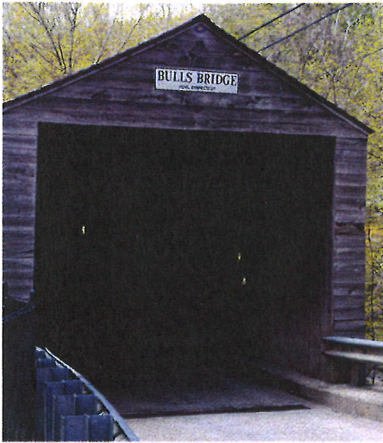


The Southbury Old Town Hall

Website: [www.Scholarpainting.com](http://www.Scholarpainting.com)  
 email: [scholarpainting@gmail.com](mailto:scholarpainting@gmail.com)  
 Phone: 877-447-2465



# SCHOLAR PAINTING & RESTORATION



Historic Restoration Services



# Scholar Painting & Restoration, LLC

Scholar Painting & Restoration, LLC is a full service Painting and Restoration Company based in Seymour, Connecticut specializing in Historic Restoration.

What matters to our customers is what matters to us:  
**Loyalty, Professionalism, Quality, Integrity**



Scholar Painting & Restoration, LLC began with two friends painting houses during summer breaks from school, and has grown to one of the area's top painting and restoration companies. Scholar Painting & Restoration, LLC provides an expansive range of professional services catering to the needs of customers throughout greater New England.



Scholar Painting & Restoration, LLC specializes in a wide range of historic restoration services. These include:

- Historic Masonry Repair
- Protective Coatings
- Lead Paint Stabilization
- Doors/ Windows
- Asbestos Abatement
- Metal Flashing
- Trim Restoration
- Concrete Restoration
- Structural Repairs
- Roof Repair and Replacement
- Metal Restoration
- Carpentry Repair
- Decorative Painting
- Bridge Restoration
- Gutters

We support all types of roofing including:

Shakes

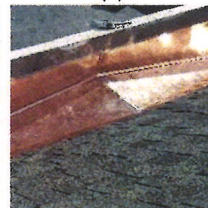
Shingles

Slate

Asphalt/  
Copper

Lead Coated  
Copper Flat Roof

Standing Seam  
Metal Roof



Vaughn Butler and Matthew Burke founded Scholar Painting & Restoration, LLC in 2008, turning their childhood friendship into a successful painting and restoration business, focusing on historical restoration and roofing.

Scholar Painting & Restoration is built upon principles of:

**Excellent Customer Service • Fair Business Practices • Professional Workmanship  
Exceeding Our Customers' Expectations**

Scholar Painting & Restoration, LLC is committed to excellence, and guarantees high end results at an affordable price!

**Call for a FREE ESTIMATE TODAY! 877-447-2465**



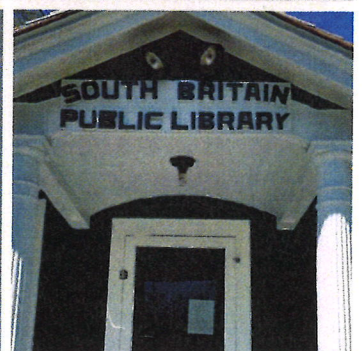
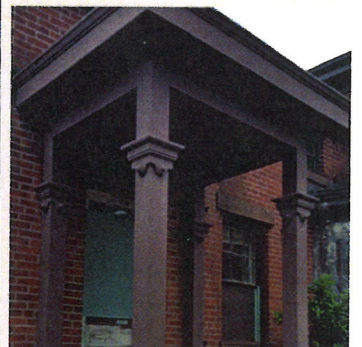
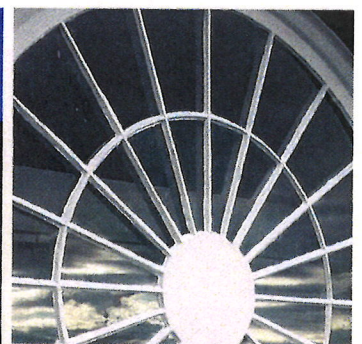
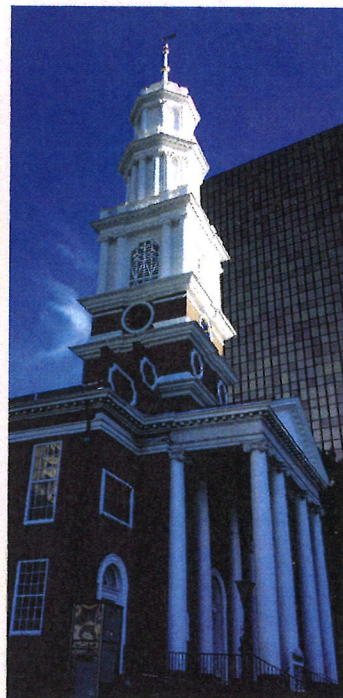
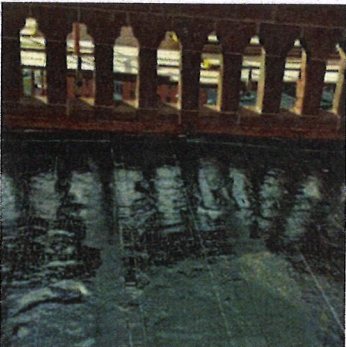
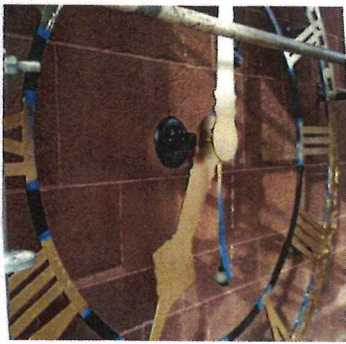
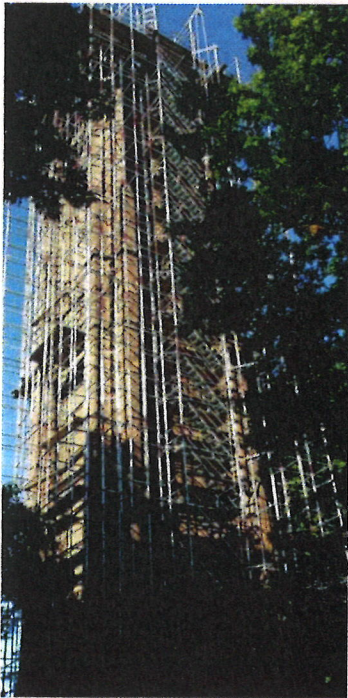
# Scholar Painting & Restoration, LLC

has a high level of customer loyalty  
because we offer professional, reliable, efficient services!  
We offer warranties on all our installation services.

## COMPLETED PROJECTS:

We have completed projects for a distinguished client list, including:

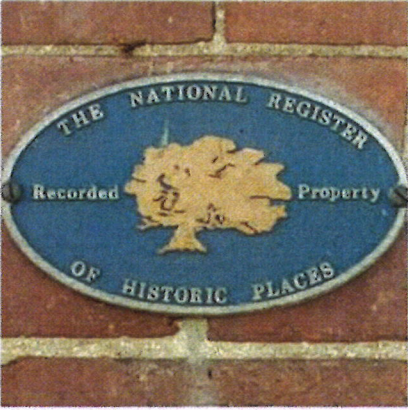
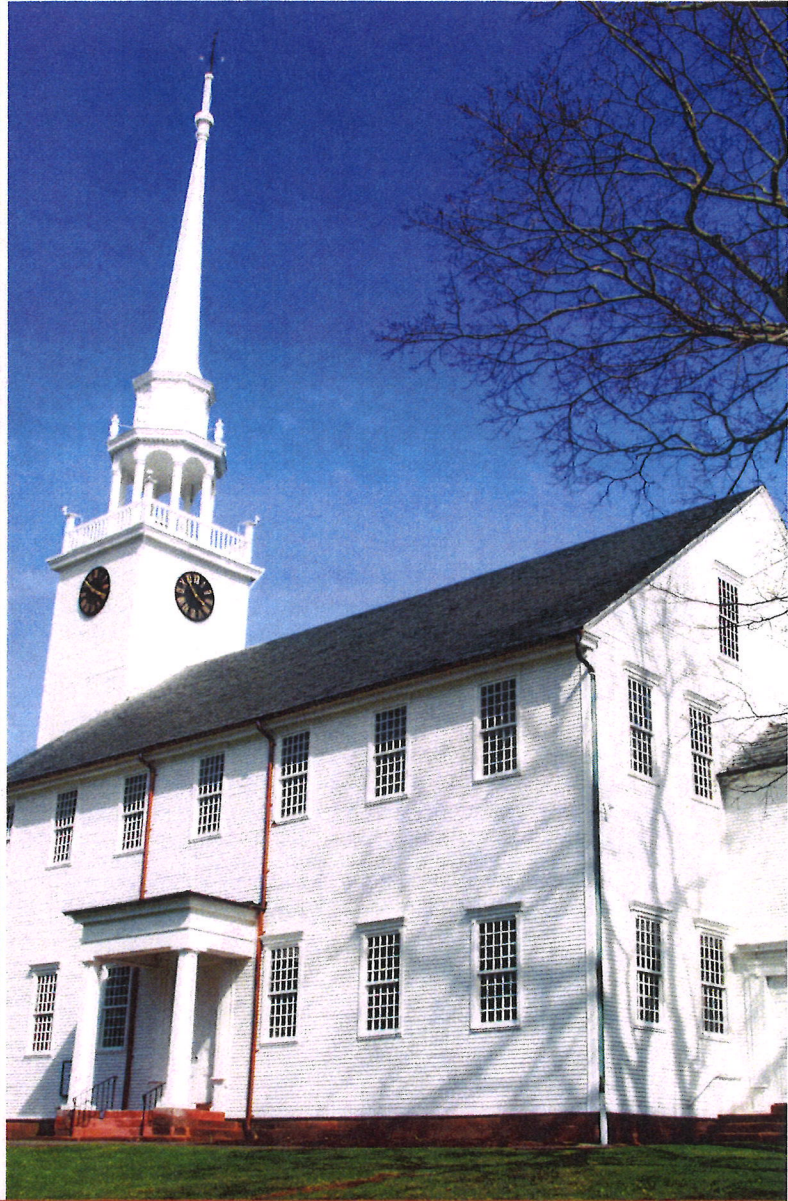
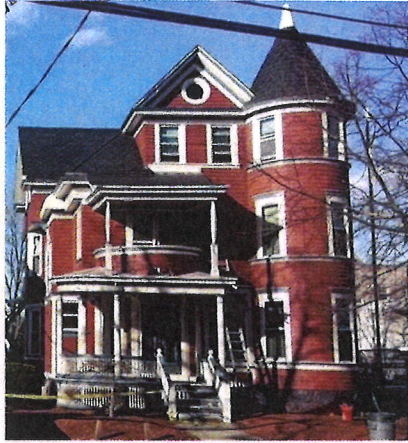
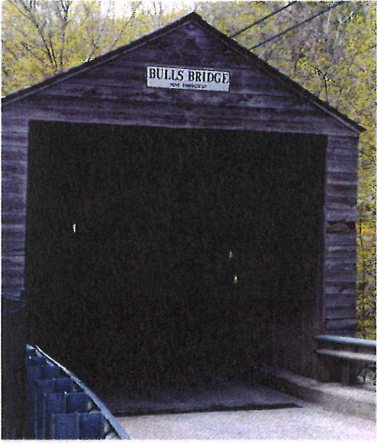
- Stanwich Golf Club, Greenwich, CT
- Riverside Yacht Club, Greenwich, CT
- Legislative Capitol Parking Building Deck, Hartford, CT
- Union Station, New Haven, CT
- Cheshire Firehouse, Cheshire, CT
- Ansonia Armory, Ansonia, CT
- Enfield Old Town Hall Roof & Gutter Replacement
- Deep River Town Hall
- Thompsonville Village Center Exterior Renovations
- South Britain Historical Library, Southbury, CT
- Hamden Maselli Barn
- Lockwood Mathews Mansion
- Eli Whitney Rooming House
- Norwalk Historical Society Smith Street Barn
- Fairfield Greenfield Hills Church



Call for a FREE ESTIMATE TODAY! 877-447-2465



# SCHOLAR PAINTING & RESTORATION



Historic Restoration Services





**Name:** Eric Slozek/ PM for the town of Amherst NH

**Date:** Wednesday, March 6, 2024.

**Address:** 11 Church Street, Amherst NH 03031

**Project Title:** Church Steeple

**E-mail:**

**Phone:** (603)213-2070 or (603)673-2317 x402

**Invoice Number:** 20241555

**Terms:** 20% deposit to hold schedule. 20% on the first day and Remaining 60% due on the day of completion of the job.

**QUOTE**

(603)438-3242  
info@impainters.com

71 Spit Brook Rd #401  
Nashua NH 03060

Phases	Description		Cost
<b>Areas</b>	Entire Church Steeple: Siding, shingles, bell tower, clock face, poles, railing, spindles, weathervane, arches, molding and all fixtures previously painted.		
<b>Wash</b>	IM Painters will pressure wash the entire church steeple with water, Jomax and outdoor bleach.		\$ 800.00
<b>Preparation</b>	IM Paint will cover the floors all around the church steeple up to 8 ft away as a procedure for the lead removal. IM GROUP will install caution signs and tapes all around the church. IM GROUP will scrape the entire steeple. once scrapped, IM Painters will do spot prime and areas were its been scraped and will apply one full coat of Mad Dog Primer on the entire steeple. imPainters will apply caulking where the needed. IM Painters will push in all the nails around the church steeple. IM Painters will use 3M plastic to cover the ground surface and to capture all the fallen lead from this location after the project is done.		\$12,200.00
<b>Paint Application</b>	IM Painters will apply 2 coats of acrylic latex paint to the church Steeple. IM GROUP will use Sherwin-William Duration Paint Extra White SW6510-28078.		\$10,400.00
<b>Extra and Carpentry</b>	IM GROUP will replace or repair any bad wood on this project this include the steeple and the tower. IM Painters will analyze the gold-colored minute marking, clock hand and hour numerals while working on the clock face to determine a price and provide it to the town of Amherst. IM Painters will reseal the column as needed.		\$ 3,600.00
<b>Lift Rental</b>	IM Painters will be renting a lift for the duration of this project.	\$ 16,000.00	
Note	IM GROUP will dedicate 100% of it's resources to this project, using our best painters, to make sure that Eric Slozek and the town of Amherst NH are happy with the results of his newly painted church.		
		<b>Labor</b>	\$27,000.00
		<b>Lift</b>	\$16,000.00
		<b>Material</b>	\$ 5,400.00
		<b>Total</b>	<b>\$48,400.00</b>

**Time Frame:** Please allow IM GROUP between 20 working days to complete this job, weather permitting.

**Start date:** Early April, 2024.

**This quote includes:** All of the descriptions above, plus clean up once the job is completed.

**Warranty:** IM GROUP LLC offers a 3 year warranty on any interior job and a 2 year warranty on any exterior job, the exterior jobs exclude any horizontal surfaces. This warranty is only valid for paint or painters failure.

**Thank you for your business. We look forward to making your home more beautiful.**

**Igor Monteiro**

**impainters.com**

**(603) 438-3242**

Client's Name: \_\_\_\_\_

Estimator's Name: Igor Monteiro

Signature: \_\_\_\_\_

Signature: [Signature]

Date: \_\_\_\_\_

Date: 4-6-24



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark Mortenson Insurance PO Box 606  Keene NH 03431		<b>CONTACT NAME:</b> Ana O'Donnell, CPIW, CIC <b>PHONE (A/C, No, Ext):</b> (603) 352-2121 <b>E-MAIL ADDRESS:</b> aodonnell@clark-mortenson.com <b>FAX (A/C, No):</b> (603) 357-8491																						
<b>INSURED</b> Impainters, LLC 71 Spit Brook Rd. Suite 401 Nashua NH 03060		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> NGM Insurance Company</td> <td></td> <td>14788</td> </tr> <tr> <td><b>INSURER B :</b> United Financial Casualty Co</td> <td></td> <td>11770</td> </tr> <tr> <td><b>INSURER C :</b> Main Street America Group</td> <td></td> <td>311</td> </tr> <tr> <td><b>INSURER D :</b> NCCI Assigned Risk Work Comp</td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b> NGM Insurance Company		14788	<b>INSURER B :</b> United Financial Casualty Co		11770	<b>INSURER C :</b> Main Street America Group		311	<b>INSURER D :</b> NCCI Assigned Risk Work Comp			<b>INSURER E :</b>			<b>INSURER F :</b>		
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<b>INSURER E :</b>																								
<b>INSURER F :</b>																								

**COVERAGES**      **CERTIFICATE NUMBER:** 22/23 Master      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPP4269H	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			02996560-0	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	CUP4269H	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	50581496	02/01/2024	02/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

3a state: NH

### CERTIFICATE HOLDER

### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Land Bond for purchase/refinance  
**Meeting Date:** March 18, 2024

**Department:** Finance Department  
**Staff Contact:** Debbie Bender

---

## **BACKGROUND INFORMATION:**

New information on options with NH Municipal Bond Bank

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

It would be a savings over 20 years of approximately \$250,000 for each \$2million bond by financing at a lower rate.

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

The NH Municipal Bond Bank had some very attractive rates for July 2023 and January 2024 bond issue dates. I think this is something that the Board should consider for the July 2024 Curran land purchase and for the refinancing of the other two land purchases. Attached is an information sheet on the NHMBB, the July 2024 Sale Schedule and an estimated payment schedule for borrowing \$2million for 20 years at 3.5%.

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. NHMBB - Program Review
2. NHMBB July\_2024 Sale Schedule
3. NHMBB - Estimated Schedule - Amherst 2M 20yrs



# NHMBB New Hampshire Municipal Bond Bank



The mission of the New Hampshire Municipal Bond Bank is to provide professional services to assist qualified New Hampshire entities in obtaining financing for eligible purposes.

To meet its mission, the New Hampshire Municipal Bond Bank is committed to:

- Financial stability
- Strong client relations
- Obtaining the lowest possible borrowing rates
- An efficient application process
- Maintaining strong credit ratings and financial market access
- A well-trained team of professional staff & consultants
- Supporting best possible public finance practices
- Meeting the requirements of all applicable state and federal laws, particularly RSA:35-A



## PROGRAM OVERVIEW

A P O O L E D M U N I C I P A L B O N D I N G P R O G R A M



**T**he New Hampshire Municipal Bond Bank was established by the NH State Legislature in 1977 as an independent unit of state government administered by a Board of Directors that includes the State Treasurer, municipal government, and banking community representatives that are appointed by the Governor. The New Hampshire Municipal Bond Bank has a three person full-time staff led by its Executive Director. The staff, along with professional consultants, provide ongoing advice, administrative and loan application process assistance to local governments borrowing through the Bond Bank.

## BOARD OF DIRECTORS

**James Gerry**, *Chairman*  
**Paul Mansour**, *Vice-Chairman*  
**Mark Decoteau**, *Treasurer*  
**Monica Mezzapelle**, *State Treasurer, Ex-Officio Director*  
**Lisa Ambrosio**, *Director*  
**Tammy J. St. Gelais**, *Executive Director/Secretary*

**Hilltop Securities Inc.**, *Financial Advisor*  
**Locke Lord LLP**, *Bond Counsel*  
**US Bank**, *Trustee*  
**Baker Newman Noyes**, *Financial Auditors*

Since its inception, the Bond Bank has provided cities, towns, counties, school districts, and other local governmental units in New Hampshire with \$2.99 billion in tax-exempt bonds. The Bond Bank has made 1,339 loans in its 113 bond issues to over 339 different governmental units statewide, many of which have borrowed from the Bond Bank several times.

## PROGRAM DESCRIPTION

The Bond Bank, acting on behalf of cities, towns, counties, school districts, and other local governmental units, sells its highly rated bonds, which are insured or backed by a reserve fund. The Bond Bank issues its bonds to investors and uses the bond proceeds to make loans to participating communities. Participants benefit from low interest rates, the Bond Bank's high investment grade ratings, reduced issuance and post issuance costs, and the considerably reduced administrative burden of issuance.

## ELIGIBILITY

All local governmental entities, including cities, towns, counties, school districts, fire districts, water districts, sewer districts and village districts, are eligible for participation.

## BENEFITS TO MUNICIPAL GOVERNMENTS

Compared to a traditional public bond sale by a local governmental unit, the Bond Bank's Tax-Exempt Financing Program offers communities and districts several advantages, including:

- **Competitive Interest Rates** – Low interest rates created by the Bond Bank's highly rated bond issues, national bond market recognition, and ease of access.
- **Credit Enhancement and Security** – As of the date of this report, the Bond Bank is currently rated Aa2 by Moody's Investors Service and AA+ by S&P Global.
- **Reduced Time Requirements** – The local government does not have to manage its own public sale of bonds. Instead, the Bond Bank obtains funds for the community's loan by its own issuance of bonds.
- **Low Cost of Issuance** – By participating in the Bond Bank program, a local government is, in effect, pooling its borrowing with that of many other New Hampshire local governments. The Bond Bank includes the cost of issuance in its bonds. Since many costs of borrowing are fixed, this pooling spreads fixed costs of issuance across all participating community loans, thereby reducing the costs paid by each individual borrower. The only out-of-pocket costs the municipalities have to pay is to local bond counsel.
- **Fixed Interest Rates** - Bonds are issued with fixed interest rates and borrowers are protected against having their interest rates increased due to a changing market. If interest rates decline by a significant amount, the Bond Bank can refund the existing bonds and pass savings on to the borrower.
- **Administrative Assistance** – The Bond Bank provides assistance by explaining the bond process, assists with the completion of the bond application, and offers communities ongoing assistance in the review of planned maturity schedules. The Bond Bank is able to provide participating communities with detailed financing schedules showing the estimated repayment schedule reflecting current market interest rates and total debt service on the community's loans.
- **Streamlined Borrowing Process** – Once the application is approved, all the municipality has to do is sign several loan documents prepared by their bond counsel and wait for the bond proceeds. Local governments obtain their funds without the considerable expense or burden of arranging their own financing.
- **Disclosure Requirements** – Currently, the only disclosure requirements for communities borrowing from the Bond Bank are those contained in the Bond Bank's application. Participating communities do not have to prepare or print their own official statements or obtain their own bond ratings or bond insurance. Federal regulations require ongoing disclosure of each bond issuer. Because the Bond Bank is the issuer, it is the Bank's responsibility to meet the annual disclosure requirements, not the municipal borrower.

## ISSUANCE FREQUENCY

Historically, the Bond Bank issues its bonds to make loans to local governments twice each year, in January and July, with more frequent issues if community demand exists.

## FLEXIBLE MATURITY SCHEDULES

The Bond Bank offers communities significant flexibility in loan terms and amortization of principal, within the requirements of RSA 33:2, including level principle and level debt service. Bond Bank loans are available in a variety of maturities designed to meet each local government's specific needs, ranging from 2 to 30 years.

## LOAN APPLICATION AND FINANCING PROCESS

To be eligible to participate in our pooled bond issue, each applicant must obtain voter approval as required by NH State Statutes, legal opinion from a Bond Bank approved bond counsel firm, and three years of financial audits completed by an independent CPA firm.

### The Bond Sale Process

The NH Municipal Bond Bank combines all approved borrowers into a single pooled bond issue when it is ready to enter the national bond market. Bond documents are submitted and reviewed by the rating agencies. The official statement is compiled, printed, and submitted to several investment firms who respond with competitive bids on sale day. On the day of closing, the bond proceeds are deposited and made available to the participating municipalities. The Bond Bank provides each participating community with final financing schedules after interest rates have been determined by the sale.

### Loan Application

Communities interested in obtaining a loan from the Bond Bank work together with the Bond Bank staff to complete a loan application. The application requests basic financial information on the proposed loan, including the purpose of the loan, total project cost, funding sources and project

status. In addition, the application requests financial background information similar to that provided by a community for an annual report, including governmental employment, tax rate, levy and assessments, tax collection history, and a schedule of existing debt. Audited financial statements are required of all borrowers.

### Application Approval Process

In considering loan requests by governmental units, the application is reviewed and summarized by the Bond Bank staff and a recommendation is presented to the Board of Directors for their approval. The Bond Bank generally approves loans if it believes that the local government, whose municipal bonds the Bond Bank is purchasing, has the ability to repay its loan from the Bond Bank on a timely basis by the levy of ad valorem taxes. Once approved for a loan by our Board of Directors, the local governmental unit executes a loan agreement with the Bond Bank accompanied by the opinion of the local government's bond counsel.

## OTHER BOND BANK PROGRAMS

### Bond Anticipation Note (BANs)

Prior to the bond sale, municipalities can use interim financing from local banks in the form of a Bond Anticipation Note (BAN) to fund the project's cash flow. BANs are generally issued for periods up to one year and the Bond Bank can assist communities in issuing them. BANs can also be issued if a community needs financing for a project in stages, but wants to issue the permanent financing once. The Bond Bank will send out a request for proposal to local banks in NH and arrange a sale date. When the bids are received at the Bond Bank, we then work with the winning bidder and the community to close the loan.

### Revenue Bond Programs

In addition to its municipal finance programs, the Bond Bank administers tax-exempt revenue bond programs for New Hampshire public utilities, small-scale power facilities, certain private schools, and educational institutions offering elementary or secondary education programs whose tuitions are paid by municipalities or school districts in which the students live.

## HISTORY OF FINANCING PROGRAM

Over the years, the Bond Bank's role in New Hampshire municipal finance has grown. The annual volume of Bond Bank loans to communities was \$163 million in 2021.

### Refundings

The Bond Bank has also played an effective role in refunding its debt in times of falling interest rates and returning substantial savings to its participants. The Bond Bank and its financial advisors constantly monitor the capital markets for refunding opportunities. When interest rates are low enough to achieve a threshold level of savings, the Bond Bank refunds its bonds and returns savings to its participants. The Bond Bank has refinanced \$1.2 Billion in bonds with over \$77.7 million of the refinanced savings rebated back to borrowers.

## TAX-EXEMPT FINANCING PROGRAM

### Reserve Fund

Each Bond Bank issue is supported by a reserve fund, which enhances the bond security by providing funds for payment of debt service in the event that any one of the participating governmental units defaults in its payments.

### Moral Obligation to Replenish Debt Service Reserve Fund

Although the Bond Bank's bonds are not guaranteed by the State, the law provides a procedure for the Bank to request an advance of State funds, at no interest cost. If the amount in the reserve fund falls below the legally required amount, due to failure

of payments by participating governmental units, the Bond Bank's Chairman will submit a request to the State for the amount required to replenish the reserve fund. The State legislature will consider the request, but is not bound or obligated to appropriate the amount requested by the Bond Bank.

### Prepayments

It is not economical for a municipality to repay a bond early because bonds are issued on a pooled basis. It is very expensive to separate a municipality from the pool. The NHMBB is constantly monitoring the pool for refunding opportunities in which the savings are returned to the community.

*"The Town of Durham has been working with the NH Municipal Bond Bank for over ten years. After many years of bonding with a private financial institution we decided to try the NHMBB. I can't begin to express how pleased I am that we did. It's always a great experience and has taken the stress of dealing with the rating agencies, banks and financial advisors off my shoulders. Everyone is so accommodating and knowledgeable and the process from start to finish runs smoothly. I would highly recommend to anyone who needs to borrow funds to contact the NHMBB. You'll be happy you did.*

*- Gail Jablonski, Business Manager  
Town of Durham*

*"The New Hampshire Municipal Bond Bank has proven itself to be a worthy partner in helping the City of Lebanon with borrowing funds. The NHMBB's considerable expertise and professionalism have greatly facilitated the borrowing process, thus enabling the City to better serve the citizens of Lebanon."*

*- Vicki Lee, Deputy Finance Director,  
City of Lebanon*

*"The New Hampshire Municipal Bond Bank has been an excellent partner for both the Bow and Dunbarton School Districts. NHMBB has created documents that are important in the planning stages of large scale projects, giving our school boards and administration tools that assist in the passage of long term borrowing. The application process is straightforward and several parts of the application are filled out by NHMBB for us! Bond proceeds are deposited on time which makes cash flow on our projects less of a worry. We will utilize the Bond Bank for our long term borrowing needs in the future"*

*- Duane Ford, Business Administrator, SAU 67*

## CONTACT

The Bond Bank staff is always willing to meet with community officials or committees, either at our office in Concord or at any location convenient to the community for day or evening meetings. To schedule a meeting, details on our schedule, current interest rates, or for any additional information, please contact the Bond Bank.

New Hampshire Municipal Bond Bank  
25 Triangle Park Drive  
Concord, New Hampshire 03301  
Tel: 603-271-2595 or  
800-393-6422 (toll-free in NH)  
Fax: 603-271-3937  
E-Mail: [info@nhmbb.com](mailto:info@nhmbb.com)  
Web Site: [www.nhmdb.org](http://www.nhmdb.org)

**APRIL**

S	M	T	W	T	F	S
21	22	23	24	25	26	27
28	29	30				

**MAY**

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**JUNE**

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**JULY**

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**AUGUST**

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Friday, April 26 <sup>th</sup>	All Applications Due
Friday, May 3 <sup>rd</sup>	Notify Bond Counsels of Identity of Governmental Units and Amount and Purposes of Municipal Bonds
Friday, May 3 <sup>rd</sup>	Notify State Treasurer if Interested in State of NH Bond for Reserve Fund
Friday, May 10 <sup>th</sup>	All Legal Information from Participants Due to Their Bond Counsel
Tuesday May 21 <sup>st</sup>	Bond Bank Board Reviews Applications and Mails Loan Agreements to Bond Counsels
Tuesday, May 21 <sup>st</sup>	Determine Maximum Loan Rates
Friday, May 24 <sup>th</sup>	Bond Counsels Mail Loan Agreements to Governmental Units and Clear Debt Schedules with the Bond Bank
Friday, May 24 <sup>th</sup>	Bond Counsels Send Preliminary Opinions to Ratings Agencies and the Bond Bank
June 10 – 14 <sup>th</sup>	Calls with Ratings Agencies
Friday, June 14 <sup>th</sup>	Deadline for Meeting of the Participants Governing Board for the Certificate of Vote
Monday, June 17 <sup>th</sup>	Loan Agreements Returned to Bond Bank
Wednesday, June 26 <sup>th</sup>	Preliminary Official Statements Mailed
Wednesday, July 10 <sup>th</sup>	Sale
Friday, July 12 <sup>th</sup>	Bond Counsels Mail Bonds to Governmental Units
Tuesday, July 23 <sup>rd</sup>	Participants Return Bonds to Bond Counsel Bond
Friday, July 26 <sup>th</sup>	Counsels Mail Bonds to Locke Lord, LLC
August 6-7 <sup>th</sup>	Pre-Closing and Closing – Bond Proceeds Wired to Participants on August 7, 2024
Wednesday, August 7 <sup>th</sup>	Date of NHMBB Bonds and Interest Start Date
February 15, 2025	First Interest Payment
August 15, 2025	First Principal and Interest Payment

\*Red Indicates Holidays



# NHMBB New Hampshire Municipal Bond Bank

**Town of Amherst**

July 2024 Bond Sale

20 Year **Estimated** Schedule - Level Principal

2023 Assessed Valuation: \$2,390,811,306

Date Prepared: 03/12/24

Interest Start Date: 08/11/24

First Interest Payment: 02/15/25

Net Interest Costs: 3.50% Our 20 year interest rate in our January 2024 bond sale was 3.40%.  
3.50% is an estimate and subject to change.

Debt Year	Period Ending	Principal Outstanding	Principal	Rate	Interest	Total Payment	Fiscal Year Total Payment	Assessed Valuation	FY-Est. Tax Rate Inc.
	2/15/2025				\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 2,390,811,306	\$ 0.02
1	8/15/2025	\$ 2,000,000.00	\$ 100,000.00	3.50%	35,000.00	135,000.00			
	2/15/2026				33,250.00	33,250.00	168,250.00	2,390,811,306	\$ 0.07
2	8/15/2026	1,900,000.00	100,000.00	3.50%	33,250.00	133,250.00			
	2/15/2027				31,500.00	31,500.00	164,750.00	2,390,811,306	\$ 0.07
3	8/15/2027	1,800,000.00	100,000.00	3.50%	31,500.00	131,500.00			
	2/15/2028				29,750.00	29,750.00	161,250.00	2,390,811,306	\$ 0.07
4	8/15/2028	1,700,000.00	100,000.00	3.50%	29,750.00	129,750.00			
	2/15/2029				28,000.00	28,000.00	157,750.00	2,390,811,306	\$ 0.07
5	8/15/2029	1,600,000.00	100,000.00	3.50%	28,000.00	128,000.00			
	2/15/2030				26,250.00	26,250.00	154,250.00	2,390,811,306	\$ 0.06
6	8/15/2030	1,500,000.00	100,000.00	3.50%	26,250.00	126,250.00			
	2/15/2031				24,500.00	24,500.00	150,750.00	2,390,811,306	\$ 0.06
7	8/15/2031	1,400,000.00	100,000.00	3.50%	24,500.00	124,500.00			
	2/15/2032				22,750.00	22,750.00	147,250.00	2,390,811,306	\$ 0.06
8	8/15/2032	1,300,000.00	100,000.00	3.50%	22,750.00	122,750.00			
	2/15/2033				21,000.00	21,000.00	143,750.00	2,390,811,306	\$ 0.06
9	8/15/2033	1,200,000.00	100,000.00	3.50%	21,000.00	121,000.00			
	2/15/2034				19,250.00	19,250.00	140,250.00	2,390,811,306	\$ 0.06
10	8/15/2034	1,100,000.00	100,000.00	3.50%	19,250.00	119,250.00			
	2/15/2035				17,500.00	17,500.00	136,750.00	2,390,811,306	\$ 0.06
11	8/15/2035	1,000,000.00	100,000.00	3.50%	17,500.00	117,500.00			
	2/15/2036				15,750.00	15,750.00	133,250.00	2,390,811,306	\$ 0.06
12	8/15/2036	900,000.00	100,000.00	3.50%	15,750.00	115,750.00			
	2/15/2037				14,000.00	14,000.00	129,750.00	2,390,811,306	\$ 0.05
13	8/15/2037	800,000.00	100,000.00	3.50%	14,000.00	114,000.00			
	2/15/2038				12,250.00	12,250.00	126,250.00	2,390,811,306	\$ 0.05
14	8/15/2038	700,000.00	100,000.00	3.50%	12,250.00	112,250.00			
	2/15/2039				10,500.00	10,500.00	122,750.00	2,390,811,306	\$ 0.05
15	8/15/2039	600,000.00	100,000.00	3.50%	10,500.00	110,500.00			
	2/15/2040				8,750.00	8,750.00	119,250.00	2,390,811,306	\$ 0.05
16	8/15/2040	500,000.00	100,000.00	3.50%	8,750.00	108,750.00			
	2/15/2041				7,000.00	7,000.00	115,750.00	2,390,811,306	\$ 0.05
17	8/15/2041	400,000.00	100,000.00	3.50%	7,000.00	107,000.00			
	2/15/2042				5,250.00	5,250.00	112,250.00	2,390,811,306	\$ 0.05
18	8/15/2042	300,000.00	100,000.00	3.50%	5,250.00	105,250.00			
	2/15/2043				3,500.00	3,500.00	108,750.00	2,390,811,306	\$ 0.05
19	8/15/2043	200,000.00	100,000.00	3.50%	3,500.00	103,500.00			
	2/15/2044				1,750.00	1,750.00	105,250.00	2,390,811,306	\$ 0.04
20	8/15/2044	100,000.00	100,000.00	3.50%	1,750.00	101,750.00			
TOTALS			\$ 2,000,000.00		\$ 750,000.00	\$ 2,750,000.00	\$ 2,750,000.00		

Please show all warrant articles related to this project to bond counsel prior to submitting them to DRA. If you need a list of approved bond counsel, please let us know and we will provide one.



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Employer Election to Participate in  
the NH Retirement System

**Department:** Finance Department

**Meeting Date:** March 18, 2024

**Staff Contact:** Debbie Bender

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## **BACKGROUND INFORMATION:**

As our budget has passed, I contacted NHRS about next steps to include employees in the NH Retirement System Plan. In order to do this, the Board will have to vote. If approved, the Chairperson will sign the Employer Election to Participate form. Once this is accepted by the NHRS Board of Directors, we will be able to complete the process of adding NHRS as a benefit for our employees.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

Already estimated and included in the FY25 Operating Budget of the Town.

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

I recommend that we move forward with allowing employees to participate in NHRS.

## **SUGGESTED MOTION:**

I move that we vote to approve the Employer Election to participate in the NH Retirement System Plan and further to allow Chairman \_\_\_\_\_ to sign on behalf of the Board.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Amherst Draft - election-to-participate-in-the-nhrs-plan



## EMPLOYER ELECTION TO PARTICIPATE IN THE NEW HAMPSHIRE RETIREMENT SYSTEM PLAN

ORGANIZATION OF:	
At a meeting of the _____ of the town of _____ in the county of _____ <small style="display: block; text-align: center;">(Governing Board) <span style="margin-left: 200px;">(Town)</span></small> _____ and the State of New Hampshire, legally called on the _____ day of _____ 20____, the <small style="display: block; text-align: center;">(County) <span style="margin-left: 150px;">(Day)</span> <span style="margin-left: 50px;">(Month)</span> <span style="margin-left: 50px;">(YY)</span></small> following resolution was offered by _____: <small style="display: block; text-align: center;">(Name and Title)</small>	
Be it Resolved: That the _____ will elect to approve the inclusion of its officers and <small style="display: block; text-align: center;">(Organization)</small> employees in the New Hampshire Retirement System of the State of New Hampshire, as provided for by RSA 100-A (supp), for the employees of the _____ to be effective _____. <small style="display: block; text-align: center;">(Organization) <span style="margin-left: 150px;">(Date)</span></small>	
The above resolution was adopted as appears by the following vote: Yeas: _____ Nays: _____	
ACKNOWLEDGEMENT	
State of New Hampshire, County of: _____ I _____ of the _____ <small style="display: block; text-align: center;">(Name and Title) <span style="margin-left: 200px;">(Organization)</span></small> do hereby certify that I have compared the foregoing with the original resolution adopted by the _____ <small style="display: block; text-align: center;">(Organization)</small> at a meeting held on the _____ day of _____ 20____ on file in this office, and that the same is a true copy thereof and <small style="display: block; text-align: center;">(Day) <span style="margin-left: 50px;">(Month)</span> <span style="margin-left: 50px;">(YY)</span></small> the whole of said original.	
I further certify that the full board consists of _____ duly elected members and that, as above stated, _____ of said <small style="display: block; text-align: center;">(Number) <span style="margin-left: 150px;">(Number)</span></small> duly elected members voted yes to the above resolution.	
In Witness Whereof, I have hereunto set my hand of the _____ on this _____ <small style="display: block; text-align: center;">(Organization) <span style="margin-left: 150px;">(Day)</span></small> day of _____ 20____. <small style="display: block; text-align: center;">(Month) <span style="margin-left: 50px;">(YY)</span></small>	
Officer Signature:	Title:

The New Hampshire Retirement System (NHRS) is governed by New Hampshire RSA 100-A, rules, regulations, and Federal laws including the Internal Revenue Code. NHRS also implements policies adopted by the Board of Trustees. These laws, rules, regulations, and policies are subject to change. Even though the goal of NHRS is to provide information that is current, correct, and complete, NHRS does not make any representation or warranty as to the current applicability, accuracy, or completeness of any information provided. The information herein is intended to provide general information only, and should not be construed as a legal opinion or as legal advice. Members are encouraged to address specific questions, regarding NHRS, with an NHRS representative. In the event of any conflict between the information herein and the laws, rules, and regulations which govern NHRS, the laws, rules, and regulations shall prevail.



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** FY25 Seasonal Wage Scale -  
Effective 4-7-24

**Department:** Finance Department

**Meeting Date:** March 18, 2024

**Staff Contact:** Debbie Bender

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## **BACKGROUND INFORMATION:**

In the past the Board has approved the Seasonal Wage Scale to be effective in early April, so that seasonal hires didn't have to start at one rate and then change to another on July 1st. We are asking that you approve the FY25 Seasonal Wage Scale to be effective on 4/7/24.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

Approve

## **SUGGESTED MOTION:**

I move that we approve the FY25 Seasonal Wage Scale with a 3.5% COLA, to be effective as of April 7, 2024.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. FY25 Seasonal Wage Schedule



FY25 Seasonal Wage Schedule - Recreation & DPW - Effective 4/7/2024							COLA	3.50%
Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S01	Gate Guard, Concession, Camp Counselor	\$ 12.67	\$ 13.05	\$ 13.44	\$ 13.84	\$ 14.26	\$ 14.68	\$ 15.13
S02	Camp Counselor w/ college field of study	\$ 13.82	\$ 14.23	\$ 14.66	\$ 15.09	\$ 15.56	\$ 16.02	\$ 16.50
S03	Open	\$ 14.97	\$ 15.43	\$ 15.88	\$ 16.37	\$ 16.86	\$ 17.35	\$ 17.87
S04	Lifeguard	\$ 15.55	\$ 16.02	\$ 16.49	\$ 16.99	\$ 17.50	\$ 18.03	\$ 18.56
S05	Lifeguard/WSI, Head Gate Guard, Intern	\$ 16.12	\$ 16.61	\$ 17.10	\$ 17.62	\$ 18.15	\$ 18.69	\$ 19.26
S06	Swim Team Coach	\$ 16.70	\$ 17.21	\$ 17.72	\$ 18.24	\$ 18.79	\$ 19.36	\$ 19.93
S07	Head Lifeguard, PT Field Maint./Outdoor Leader	\$ 17.33	\$ 17.85	\$ 18.39	\$ 18.95	\$ 19.51	\$ 20.10	\$ 20.70
S08	Open	\$ 17.85	\$ 18.39	\$ 18.94	\$ 19.51	\$ 20.10	\$ 20.70	\$ 21.32
S09	Open	\$ 18.43	\$ 18.98	\$ 19.55	\$ 20.13	\$ 20.74	\$ 21.36	\$ 21.99
S10	Open	\$ 19.00	\$ 19.58	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.04	\$ 22.69
S11	PMEC Instructor, BL Beach Assist Coord., DPW Seasonal Labor	\$ 19.58	\$ 20.17	\$ 20.78	\$ 21.40	\$ 22.04	\$ 22.70	\$ 23.38
S12	Open	\$ 20.73	\$ 21.35	\$ 21.99	\$ 22.66	\$ 23.33	\$ 24.03	\$ 24.75
S13	Baboosic Lake Beach Cordinator	\$ 21.88	\$ 22.54	\$ 23.22	\$ 23.91	\$ 24.63	\$ 25.37	\$ 26.14
S14	DPW Plow Driver	\$ 23.03	\$ 23.72	\$ 24.44	\$ 25.16	\$ 25.93	\$ 26.71	\$ 27.51



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Use of Town Common, Memorial  
Day Parade: Friday, May 24, 2024

**Department:** Administration

**Meeting Date:** March 18, 2024

**Staff Contact:**

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## **BACKGROUND INFORMATION:**

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

I move to approve the use of the Town Common for the purpose of the Annual Memorial Day Parade on Friday May 24, 2024 from 5-7pm, as well as road closures as approved by the Director of Public Works, the Fire Chief and the Police Chief.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Use of Town Common Request- Memorial Day Parade May 24, 2024 - signed

TOWN OF AMHERST, NH  
USE OF TOWN COMMONS REQUEST

Completed form must be submitted to the Administration Department four (4) weeks before the event in order to obtain Board of Selectmen approval. This request is for use of any Town Common land.

Organization Name: Memorial Day Parade Contact Name: Theresa M, Grella

Contact Phone Number: 603-320-3300 Contact e-mail: tgrella@msn.com

Date of Event: 5/24/2024 Hours (from/ to): 5 - 7:00 p.m. Number of est. participants: 150

Will you need Electricity? possibly If so, for what? a microphone system

Wish to bring anything onto the Commons? IF so, what? no

Wish to drive anything onto the Commons? no

Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? no

Request road closures? (Please identify intersections) yes - Boston Post at School & Boston Post at Foundry.

Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) no

Brief Description of event.:  
A Parade in observance of Memorial Day.

**Requirements:** By signing this document, I agree to abide by all applicable requirements.

1. NO ALCOHOL SALES OR CONSUMPTION are allowed.
2. The Common must be left in the same or better condition than prior to event. Trash removal is the responsibility of the Event Organizer.
3. If damage occurs to any town property, please notify DPW (603) 673-2317.
4. Groups who are granted permission must abide by all Town of Amherst ordinances pertaining to public property and all related NH RSAs as well as all state fire and safety rules and regulations at all times during use of the property.
5. The Town of Amherst or any of its designees are not responsible for any injuries occurring to participants during the course of activities during use of the property.

Applicant Signature: Theresa Grella dotloop verified  
02/22/24 5:46 PM EST  
GLCN-VX9Z-53Y6-XTFP Date: \_\_\_\_\_

This application must be signed off by all Department Heads below before going before the Board of Selectmen for consideration and approval. Events held for the first time require attendance of a representative at the Board meeting.

Chief of Police Approval: Signature Anthony Ciampoli Date: 03-05-24

Fire/ Rescue Chief Approval: Signature Matthew Conley Date: 29/2/2024

Public Works Director Approval: Signature Eric Slosek Date: 03-05-24

BOS Approval: Chair's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Signature:** Anthony E. Ciampoli  
Anthony E. Ciampoli (Mar 5, 2024 12:08 EST)  
**Email:** aciampoli@amherstnh.gov

**Signature:** Eric Slosek  
**Email:** eslosek@amherstnh.gov

**Signature:** Matthew Conley  
Matthew Conley (Feb 29, 2024 14:30 EST)  
**Email:** mconley@amherstnh.gov













# Use of Town Common Request- Memorial Day Parade May 24, 2024

Final Audit Report

2024-03-05


Created:	2024-02-29
By:	Jennifer Stover (jstover@amherstnh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAFhFyEFzLMdCdb-b0WBw12oAYoZh0aRto

## "Use of Town Common Request- Memorial Day Parade May 24, 2024" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)  
2024-02-29 - 5:24:59 PM GMT
-  Document emailed to aciampoli@amherstnh.gov for signature  
2024-02-29 - 5:25:03 PM GMT
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature  
2024-02-29 - 5:25:03 PM GMT
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature  
2024-02-29 - 5:25:03 PM GMT
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)  
2024-02-29 - 5:35:14 PM GMT
-  Email viewed by Matthew Conley (mconley@amherstnh.gov)  
2024-02-29 - 7:29:33 PM GMT
-  Document e-signed by Matthew Conley (mconley@amherstnh.gov)  
Signature Date: 2024-02-29 - 7:30:48 PM GMT - Time Source: server
-  Email viewed by aciampoli@amherstnh.gov  
2024-03-05 - 5:07:10 PM GMT
-  Signer aciampoli@amherstnh.gov entered name at signing as Anthony E. Ciampoli  
2024-03-05 - 5:08:11 PM GMT
-  Document e-signed by Anthony E. Ciampoli (aciampoli@amherstnh.gov)  
Signature Date: 2024-03-05 - 5:08:13 PM GMT - Time Source: server

 Document e-signed by Eric Slosek (eslosek@amherstnh.gov)

Signature Date: 2024-03-05 - 5:15:13 PM GMT - Time Source: server

 Agreement completed.

2024-03-05 - 5:15:13 PM GMT



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Use of Town Common, Fourth of July **Department:** Administration  
Celebration

**Meeting Date:** March 18, 2024

**Staff Contact:**

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## **BACKGROUND INFORMATION:**

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

I approve the request of the Fourth of July Committee for the use of the Town Common on July 4th, 2024 from 7am - 12:30 pm for the celebration of Independence Day, along with the specified road closures as approved by the Director of Public Works, the Fire Chief and the Police Chief.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Town Common Use Request Fourth of July Committee - signed

**TOWN OF AMHERST, NH  
USE OF TOWN COMMONS REQUEST**

Completed form must be submitted to the Administration Department four (4) weeks before the event in order to obtain Board of Selectmen approval. This request is for use of any Town Common land.

Organization Name: Amherst Fourth of July Committee Contact Name: Deb Polatchek  
Contact Phone Number: 6319028490 Contact e-mail: amherstnh4th@gmail.com  
Date of Event: 7/4/2024 Hours (from/ to): 7am-12:30pm Number of est. participants: 3000  
Will you need Electricity? yes If so, for what? sound amplification, food, games  
Wish to bring anything onto the Commons ? IF so, what? Tents, chairs, reviewing stand, grills, food, tables  
Wish to drive anything onto the Commons? no  
Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? yes, 2 port-  
Request road closures? (Please identify intersections) yes, listed below  
Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) \_\_\_\_\_

Brief Description of event.:  
Amherst Fourth of July Parade and activities on the Green

Road closures: Main and Middle, Main and Courthouse, Main and Manchester, Davis and Foundry, Foundry and Boston Post, Boston Post and Carriage, Boston Post and School Davis and Carriage, Davis and Main, Boston Post and Main

**Requirements:** By signing this document, I agree to abide by all applicable requirements.

1. NO ALCOHOL SALES OR CONSUMPTION are allowed.
2. The Common must be left in the same or better condition than prior to event. Trash removal is the responsibility of the Event Organizer.
3. If damage occurs to any town property, please notify DPW (603) 673-2317.
4. Groups who are granted permission must abide by all Town of Amherst ordinances pertaining to public property and all related NH RSAs as well as all state fire and safety rules and regulations at all times during use of the property.
5. The Town of Amherst or any of its designees are not responsible for any injuries occurring to participants during the course of activities during use of the property.

Applicant Signature: Deborah Polatchek Date: 2/19/2024

**This application must be signed off by all Department Heads below before going before the Board of Selectmen for consideration and approval. Events held for the first time require attendance of a representative at the Board meeting.**

Chief of Police Approval: Signature Anthony Ciampoli Date: 2-26-24

Fire/ Rescue Chief Approval: Signature Matthew Conley Date: 2-26-2024

Public Works Director Approval: Signature Eric Slosek Date: 2-26-24

BOS Approval: Chair's Signature \_\_\_\_\_ Date: \_\_\_\_\_

*Jan for signatures 2/23/24*



**Signature:** *Eric Slosek*  
**Email:** eslosek@amherstnh.gov

**Signature:** *Matthew Conley*  
Matthew Conley (Feb 26, 2024 10:18 EST)  
**Email:** mconley@amherstnh.gov

**Signature:** *Anthony E. Ciampoli*  
Anthony E. Ciampoli (Feb 26, 2024 10:08 EST)  
**Email:** aciampoli@amherstnh.gov











# Town Common Use Reqeust, Fourth of July Committee

Final Audit Report

2024-02-26


Created:	2024-02-26
By:	Jennifer Stover (jstover@amherstnh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARAAXw2EwN3XhFHnP4pAhtckg_n66uGlo

## "Town Common Use Reqeust, Fourth of July Committee" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)  
2024-02-26 - 2:32:32 PM GMT
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature  
2024-02-26 - 2:32:36 PM GMT
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature  
2024-02-26 - 2:32:36 PM GMT
-  Document emailed to aciampoli@amherstnh.gov for signature  
2024-02-26 - 2:32:36 PM GMT
-  Email viewed by aciampoli@amherstnh.gov  
2024-02-26 - 3:07:55 PM GMT
-  Signer aciampoli@amherstnh.gov entered name at signing as Anthony E. Ciampoli  
2024-02-26 - 3:08:44 PM GMT
-  Document e-signed by Anthony E. Ciampoli (aciampoli@amherstnh.gov)  
Signature Date: 2024-02-26 - 3:08:46 PM GMT - Time Source: server
-  Email viewed by Matthew Conley (mconley@amherstnh.gov)  
2024-02-26 - 3:17:44 PM GMT
-  Document e-signed by Matthew Conley (mconley@amherstnh.gov)  
Signature Date: 2024-02-26 - 3:18:49 PM GMT - Time Source: server
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)  
2024-02-26 - 4:35:42 PM GMT

 Document e-signed by Eric Slosek (eslosek@amherstnh.gov)

Signature Date: 2024-02-26 - 4:36:43 PM GMT - Time Source: server

 Agreement completed.

2024-02-26 - 4:36:43 PM GMT



**Town of Amherst, NH  
BOARD OF SELECTMEN  
STAFF REPORT**

**Title:** Atlas Fireworks Permit for  
Wholesale/Retail Sale of Permissible  
Fireworks

**Department:** Administration

**Meeting Date:** March 18, 2024

**Staff Contact:**

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**BACKGROUND INFORMATION:**

This permit is in process. Inspections have been scheduled for Friday March 15th.

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

1. Atlas Fireworks Permit





**APPLICATION & PERMIT FOR  
WHOLESALE/RETAIL SALES OF PERMISSIBLE  
FIREWORKS**

The Board of Selectmen hereby grants/denies a permit for the wholesale/retail sales, possession and display of Permissible Fireworks to:

Applicant: Atlas Fireworks

Date of Application: March 12, 2024

Signature: *[Handwritten Signature]*

Telephone: (603) 532 8324

Mailing Address PO Box 498 Jaffrey, NH  
03452

Location of Sales 105 State Route 101A  
Amherst, NH 03031

Said activities to be conducted in accordance with pertinent laws of the State of New Hampshire RSA 160-B (RSA 160-A as amended) and as listed in the town policy below adopted March 26, 2001.

**POLICY STATEMENT**

**AUTHORITY**

In accordance with RSA Chapter 160-A (as amended), the Board of Selectmen as the governing body of the Town of Amherst for the Town of Amherst hereby adopts this policy intended to regulate the sale of Class C "Permissible" Fireworks as described in RSA 160-A:1,5 within the limits of the Town of Amherst.

Persons wishing to conduct the aforementioned retail/wholesale sales of Class C "Permissible Fireworks" shall obtain a permit from the Board of Selectmen prior to any such activities.

**APPLICATION**

Persons wishing to apply for a sales permit under this policy shall do so in writing to the Board of Selectmen on forms that may be prescribed by the Board. Completed applications shall be submitted to the Board of Selectmen no less than thirty (30) days prior to the desired date of proposed activity.

**ELIGIBILITY REQUIREMENTS**

All persons wishing to obtain a permit for the sale of Class C Permissible Fireworks shall in addition to applicable State and Federal regulations, conform to the following guidelines:

Under no circumstances shall the Board issue a permit for the retail/wholesale sales of these products by any individual under the age of twenty-one (21).

Persons wishing to obtain a permit for the retail/wholesale sale of Class C Permissible Fireworks must hold a Federal sales permit issued under USC Title 18. The permit shall not become valid until the applicant successfully obtains a sales license from the State of New Hampshire's Department of Safety.

#### **SITE LOCATION**

Retail sales shall only be conducted at such locations as listed upon the applicant's Federal license.

At no time shall the product be sold from temporary structures which are not those permanently affixed to the property (i.e. motor vehicles, trailers, campers, roadside stands, etc.)

Wholesale/retail sales locations must have successfully completed Site Plan Review with the Amherst Planning Board prior to approval of the requested permit. Sales will only be permitted from those sites which meet all applicable land use regulations.

All sales locations within the Town of Amherst must undergo physical inspection of the property by the Fire Chief or his/her designee prior to issuance of the actual permit and be in compliance with all applicable building, life and fire safety codes. The Fire Chief of the town of Amherst retains the right to disapprove any site at any time due to the existence of safety/fire hazards.

The holder of this permit shall assume all responsibility for liabilities arising from the storage, sale and display of Class C Permissible Fireworks.

#### **CONDITIONS OF SALES**

Persons permitted to sell Class C Permissible Fireworks (or their agents) must, prior to the sale, require the purchaser of these products to furnish photographic identification (State issued I.E. or Driver's license) indicating that they are at least twenty-one (21) years of age. Persons engaged in the retail sales of Class C Permissible Fireworks shall not allow sales by persons (or their agents) who are under the age of eighteen (18).

No permits shall be issued under this policy for the retail/wholesale sales of Class C Permissible Fireworks when sales are to take place before 7:00 a.m. or after 9:00 p.m.

All permits referenced herein shall be kept at the site permitted for sales and readily available for inspection by local authorities.

Applicants are expected to comply with all provisions of applicable Federal and State Regulations (Chapter 180-B).

#### **DURATION**

Permits issued by the Board of Selectmen for this purpose will be issued on an annual basis and expire at the end of the calendar year.

**FEES**

An annual fee shall be assessed by the Board of Selectmen for said permit. The permit fee shall be \$500.00 until such time as amended by the Board.

**REVOICATION**

The Board of Selectmen or their designee shall have the authority to revoke any permits pertaining to Class C Permissible Fireworks. Any violation of the above terms shall be deemed sufficient reason for revocation without a refund of the required fees paid.

Any appeal of a permit revocation must be made to the Board of Selectmen in writing, indicating the reason to reconsider the action of the Board. The submission must be made to their office within five (5) calendar days of revocation. The Board will convene to consider the appeal within ten (10) calendar days of the receipt of an appeal.

The sale of Class C Permissible Fireworks without or after the revocation of a permit from the Town of Amherst is subject to criminal prosecution and penalty under State Statute.

**OFFICE USE ONLY**

**DOCUMENTATION PROVIDED**

- Federal Sales Permit issued under USC Title 18
- Sales License issued by State of New Hampshire (To Be Submitted to Town Within One Year of Obtaining Town Permit.)

I hereby certify that to the best of my knowledge, the sales location IS / IS NOT in compliance with all applicable building, life and safety codes.

\_\_\_\_\_ Date \_\_\_\_\_ Signature: Building Inspector

I hereby certify that to the best of my knowledge, the sales location IS / IS NOT in compliance with all applicable building, life and safety codes.

\_\_\_\_\_ Date \_\_\_\_\_ Signature: Fire Chief or Designee

I hereby certify that to the best of my knowledge, the sales location IS / IS NOT in compliance with all applicable building, life and safety codes.

\_\_\_\_\_ Date \_\_\_\_\_ Signature: Planning/Zoning Administrator

Only permissible fireworks will be sold or stored at the location the permit covers.

\_\_\_\_\_ Date \_\_\_\_\_ Signature: Police Chief

APPROVED / DISAPPROVED

Date \_\_\_\_\_

Chairman \_\_\_\_\_

Vice Chairman \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AMHERST BOARD OF SELECTMEN

Issue Date \_\_\_\_\_

Expiration Date \_\_\_\_\_



**Federal Explosives License/Permit**  
*(18 U.S.C. Chapter 40)*

ATF FORM 5400.14/5400.15 PART I  
REVISED SEPTEMBER 2011

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License Permit Number <b>6-NH-005-51-4E-00307</b>
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date <b>May 1, 2024</b>

Name  
ATLAS PYROVISION ATLAS FIREWORKS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**136 OLD SHARON ROAD  
JAFFREY, NH 03452-**

Type of License or Permit

**51-IMPORTER OF EXPLOSIVES**

**Purchasing Certification Statement**

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

**Mailing Address (Changes? Notify the FELC of any changes.)**

ATLAS PYROVISION ENTERTAINMENT GROUP INC  
ATLAS PYROVISION ATLAS FIREWORKS  
PO BOX 498  
JAFFREY, NH 03452-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete ATLAS PYROVISION ENTERTAINMENT GROUP INC:136 OLD SHARON ROAD:03452-5-HH-005-51-4E-00307:May 1, 2024:51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

License/Permit Name: **ATLAS PYROVISION ENTERTAINMENT GROUP INC**

Business Name: **ATLAS PYROVISION ATLAS FIREWORKS**

License/Permit Number: **6-NH-005-51-4E-00307**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **May 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

## WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.**

## NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.  
Note: The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400 14/5400 15 Part I  
Revised October 2011

### Federal Explosives License (FEL) Customer Service Information

(Continued from front)

**Discontinuance of Business** (27 CFR 555.61)(27 CFR 555.128). Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:  
CALL TOLL FREE - (888) ATF-BOMB**

✂ Cut Here

Federal Explosives Licensing Center (FELC) Toll-free number: (877) 283-3352  
244 Needy Road Fax number: (304) 616-4401  
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

#### ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)  
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)  
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)  
Firearms Theft Hotline: 1-888-930-9275  
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242  
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

# MARKETING AND RETAIL SALES OF PERMISSIBLE FIREWORKS

ID NO 23-000519



**ISSUED TO**

Atlas Fireworks  
105 Route 101 A  
Amherst, NH 03031

**ISSUED BY**

Keith Boden  
State of New Hampshire Division of Fire Safety  
33 Hazen Drive  
Concord, NH 03305

## MARKETING AND RETAIL SALES OF PERMISSIBLE FIREWORKS

**ISSUED TO**

Atlas Fireworks  
105 Route 101 A  
Amherst, NH 03031

ISSUED ON: **03/31/2023**

VALID FROM: **03/31/2023**

EXPIRES: **03/31/2024**

ID NO: **23-000519**

**ISSUED BY**

Keith Boden  
33 Hazen Drive  
Concord, NH 03305



This license is Non-Transferable

*This certifies that pursuant to the building described within, is hereby licensed to sell or market permissible fireworks in accordance with New Hampshire RSA 160-C:3. This license is property of the State of New Hampshire and shall be returned upon request.*

\_\_\_\_\_  
Signature of Licensee







# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** 2023 Elderly Tax Deferrals  
**Meeting Date:** March 18, 2024

**Department:** Tax Collector  
**Staff Contact:** Gail Stout

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## **BACKGROUND INFORMATION:**

The 2023 Elderly Tax Deferral applications are included for the Board's approval and signature. The applications are complete, and it is recommended they be approved.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

To approve and sign.

## **SUGGESTED MOTION:**

I move to approve and sign the 2023 Elderly Tax Deferral applications for Map 005 Lot 114-000 and Map 002 Lot 166-013.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Deferrals 2023 BOS Confidential March 18 2024



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Assessing

**Department:** Assessing

**Meeting Date:** March 18, 2024

**Staff Contact:**

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## **BACKGROUND INFORMATION:**

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

### **SUGGESTED MOTION:**

#### **Abatement**

**Item A.** The reason for the abatement is the owner suggests this building's lot is un-buildable due to wetlands. There has been no determination by the town or NH Department of Environmental Services that this property is un-buildable to my knowledge. However, it is reasonable to presume this property will be limited to what is built on it and the cost of development relatively high and difficult to develop.

**Suggested Motion:** the assessor recommends granting the abatement due to the small building envelope and adverse development conditions. Therefore, I recommend granting an abatement for this property in the amount of \$753.00, revising the assessed value from \$68,800 to \$34,400 for Map 021, Lot 018-039.

**Item A-1.** The reason for the abatement is the current owner purchased this property on November 8, 2023, for 125,000. They suggest the assessment should be more indicative of the purchase price. The building is uninhabitable. The land value assessment is consistent with others in the area and the foundation seems to be adequate to be re-used if the building is razed.

**Suggested Motion:** The assessor recommends granting the abatement due to the condition of the building. Therefore, I recommend granting an abatement in the amount of \$2,116.00 for this property, revising the assessed value to \$178,500 to reflect the physical condition of the building on Map 024, Lot 040-000.

**Item A-2.** The attached abatement is to correct a data entry error. The Veteran Tax Credit was approved in 2022 for the 2023 tax year but was never placed on the

property for tax purposes.

**Suggested Motion:** This abatement is to correct the error and apply the \$500 Veteran credit to the property. Therefore, I move to approve an abatement for Tax Year 2023 for Map 002, Lot 163-032 in the amount of \$500.00 plus any applicable interest/fees.

**Item A-3.** The reason for the abatement is these properties had been granted property tax exemption under the provisions of RSA 72:23, IV. However, they were denied the exemption on these units because they are merely vacant development sites. They suggest they use the space for outdoor learning and activities. It was my opinion in 2023 that because these are separate development units and not part of the functioning school property but merely owned by the school, they are not exempt under the statute.

The law does allow for athletic fields. The properties are identified as map and lots 002-024-016, 002-024-017, 002-024-018, and 002-024-19 could arguably be considered athletic fields. These properties are not large enough to have a full-scale athletic game as we typically expect. There is merely 1 small, netted goal (about the size of a lacrosse goal, two picnic tables & a basketball hoop on the edge of the parking lot. The Board may have grounds to abate the assessment of these lots for this reason.

**Suggested Motion,** The assessor recommends granting the abatement for map and lots 002-024-016, 002-024-017, 002-024-018, and 002-024-019, since it is being used for athletic fields to a minimal degree. The assessment value change of these lots would go from \$12,000 to \$0, being exempt. Therefore, I move to grant the abatement in the amount of \$1,052.00 as recommended by the assessor.

**Item A-4.** The reason for the abatement is these properties have been granted property tax exemption under the provisions of RSA 72:23, IV. However, in my opinion these properties do not qualify for the exemption because these units are merely vacant development sites. They suggest they use the space for outdoor learning and activities. It was my opinion in 2023 that because these are separate development units and not part of the functioning school property but merely owned by the school, they are not exempt under the statute.

The properties identified as map 002, lots 024-005, and 002-024-006 do not appear to be used or improved in any significant way to be part of the school. Currently, there is a Meridian Survey van and two picnic tables on the property collectively. The assessor's opinion and recommendation are to deny the abatement.

**Suggested motion,** the assessor recommends denying the abatement for map 002, lot 024-005 and 002-024-006 since it is not being used or necessary for the operation of the school. Therefore, I move to accept the assessor's recommendation to deny the abatement for these properties.

## **Solar Exemption**

**Item B.** Attached is a Solar Exemption Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2024 tax year.

**Suggested Motion:**

The Assessor has reviewed the application for the Solar Exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the Solar Exemption in the amount of \$17,500 for map 008, lot 084-001 commencing in tax year 2024.

**Item B-1.** Attached is a Solar Exemption Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2024 tax year.

**Suggested Motion:**

The Assessor has reviewed the application for the Solar Exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the Solar Exemption in the amount of \$17,500 for map 010, lot 005-028 commencing in tax year 2024.

**Item B-2.** The attached application has been reviewed by our Assessor and the applicant qualifies for the Solar Tax Exemption under RSA 72:62 for the 2024 tax year.

**Suggested Motion:**

The attached application has been reviewed by our Assessor and our Assessor recommends approval. Therefore, I move to approve the Solar Tax Exemption in the amount of \$17,500 for Map 003, Lot 022-000 commencing in Tax Year 2024

**Elderly Exemption**

**Item C.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, which meets the income and asset limits and qualifies for the exemption.

**Suggested Motion:** The Assessor has reviewed the application for an Elderly Exemption under RSA 72:39-a and recommends approval. Therefore, I move to approve the Elderly Exemption for Map 002, Lot 166-013 commencing in Tax Year 2024.

**Item C-1.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, which meets the income and asset limits and qualifies for the exemption.

**Suggested Motion:** The Assessor has reviewed the application for an Elderly Exemption under RSA 72:39-a and recommends approval. Therefore, I move to approve the Elderly Exemption for Map 018, Lot 005-000 commencing in Tax Year 2024.

**Veteran Tax Credit**

**Item D.** The attached Veteran Tax Credit Application provided has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

**Suggested Motion:**



The attached application has been reviewed by the Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 008, Lot 089-003 commencing in Tax Year 2024.

**Item D-1.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

**Suggested Motion:**

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 017 Lot 049-000 commencing in Tax Year 2024.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

- 1. Item A Confidential
- 2. Item A-1 Confidential
- 3. Item A-2 Confidential
- 4. Item A-3 Confidential
- 5. Item A-4 Confidential
- 6. Item B Confidential
- 7. Item B-1 Confidential

8. Item B-2 Confidential
9. Item C Confidential
10. Item C-1 Confidential
11. Item D Confidential
12. Item D-1 Confidential



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** AP, Payroll and Minutes  
**Meeting Date:** March 18, 2024

**Department:** Administration  
**Staff Contact:**

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## **BACKGROUND INFORMATION:**

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

### **SUGGESTED MOTION:**

#### **Payroll**

PR1~ I move to approve one (1) Payroll Manifest in the amount of \$260,182.91 dated February 22, 2024, subject to review and audit.

PR2~ I move to approve one (1) Payroll Manifest in the amount of \$260,997.42 dated March 7, 2024, subject to review and audit.

PR3~ I move to approve one (1) Payroll Manifest in the amount of \$1,430.80 dated March 8, 2024, subject to review and audit.

#### **Accounts Payable**

**AP1** ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$42,997.14 dated February 16, 2024, subject to review and audit. (NH DMV)

**AP2** ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$464,820.87 dated February 29, 2024, subject to review and audit. (Vendors)

**AP3** ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$3,149,219.00 dated March 1, 2024, subject to review and audit. (Schools)

**AP4** ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$320,807.02 dated March 6, 2024, subject to review and audit. (Vendors)

**AP5** ~ I move to approve one (1) Accounts Payable Manifest in the amount of

\$28,629.86 dated March 1, 2024, subject to review and audit. (NH DMV)

**AP6** ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$367,193.01 dated March 11, 2024, subject to review and audit. (Vendors)

**Minutes**

~ I move to approve the Board of Selectmen meeting minutes of February 26, 2024.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

- 1. 2024.02.26 BOS\_DRAFT - WRS Tracked Changes





**Town of Amherst, NH**  
**BOARD OF SELECTMEN MEETING MINUTES**  
**Barbara Landry Meeting Room**  
**2 Main Street**  
**Monday, February 26, 2024, 6:30PM**

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,  
2 Selectman Danielle Pray, and Selectman Tom Grella

3

4 **1. Call to Order**

5 Chairman Peter Lyon called the meeting to order at 6:30 p.m.

6

7 **2. Pledge of Allegiance** – led by DPW Director Eric Slosek.

8

9 **3. Public Hearing- Pursuant to NH RSA 31:95-b, III. (a) For unanticipated moneys**  
10 **in the amount of \$10,000 or more**

11

12 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to enter*  
13 *into a Public Hearing.*

14 *Vote: 5-0-0; motion carried unanimously.*

15

16 Chairman Lyon reviewed the first two proposed donations.

17

18 Nic Strong explained that the third item is a grant awarded to the Town for \$30,000 with no  
19 Town match for a guidance document to manage growth in terms of water availability,  
20 groundwater protection of stormwater management, and mitigation for climate change  
21 impacts using existing data sources. The management plan will describe current water  
22 resources and identify how to be resilient and document future potential planning action  
23 items. Deliverables will include draft ordinances such as, eventually, a groundwater resources  
24 management ordinance.

25

26 There was no public comment at this time.

27

28 *A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to close*  
29 *the Public Hearing.*

30 *Vote: 5-0-0; motion carried unanimously.*

31

32 **3.1. Bean Foundation Donation of \$20,000 to the Bicycle Pedestrian Committee**

33

34 Selectman Stoughton asked if this donation is for the same section of the Rail Trail project  
35 that is going before the voters this year at Town Meeting. Chairman Lyon stated that this is  
36 for section 02 and possibly section 03, south of the item being voted on at Town Meeting. He  
37 explained that, if the voters do not agree to the Town Meeting item, the Board must then

38 decide what it wants to do. If the Board does not want to pursue the project, it would need to  
39 contact the Bean Foundation regarding this donation.

40  
41 *A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to accept*  
42 *the donation of \$20,000 for the Rail / Trail project; given to the Town by the Norwin S. &*  
43 *Elizabeth N. Bean Foundation.*

44 *Vote: 5-0-0; motion carried unanimously.*

45

### 46 **3.2. Donation of \$10,000 to the Conservation Commission**

47

48 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
49 *accept the donation of \$10,000 to the Amherst Conservation Commission; given generously to*  
50 *the Town by Candice Rapf.*

51 *Vote: 5-0-0; motion carried unanimously.*

52

### 53 **3.3. DES Award of \$30,000 for Local Source Water Protection Program Grant:** 54 **SWP-375**

55

56 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to enter*  
57 *into and approve a grant agreement with NH DES in the amount of \$30,000 for a 2024 Local*  
58 *Source Water Protection Program Grant to the Town of Amherst, and to authorize Town*  
59 *Administrator Dr. Dean Shankle Jr. to sign paperwork associated with such grant on behalf*  
60 *of the Town.*

61 *Vote: 5-0-0; motion carried unanimously.*

62

### 63 **4. Citizens Forum**

64 None at this time.

65

### 66 **5. Scheduled Appointments**

67 None at this time.

68

### 69 **6. Administration**

70

#### 71 **6.1. Administrative Updates**

72 Town Administrator Shankle explained that the Town has received requests from NH  
73 Department of Justice to participate with the State in the opioid settlements. The Town has  
74 carried out this process previously. The settlements bring approximately \$100M into NH to  
75 help fight the opioid crisis.

76

77 *A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to agree*  
78 *to participate in the State's opioid settlement with CVS, Walgreens/Walmart, Allergan, and*  
79 *Teva, and authorize the Town Administrator to execute the election and release forms on*  
80 *behalf of the Amherst Board of Selectmen.*

81 *Vote: 5-0-0; motion carried unanimously.*

82

83 Town Administrator Shankle stated that the quarterly Comcast franchise fees were received in  
84 the amount of \$48,005.81.

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Town Administrator Shankle stated that he spoke with the Town Attorney regarding options for charging the German Christmas Market for Town services rendered. The Town Attorney stated that he does not believe there is a viable basis to charge these costs. He recommended revising the policy and application documents in order to potentially charge fees in the future.

The Board agreed to write a letter requesting the German Christmas Market contribute to these fees, if possible.

*A MOTION was made by Selectman Grella and SECONDED by Chairman Lyon to untable and withdraw the original motion to send an invoice to the German Market for services supplied by the Amherst Department of Public Works for \$3,007; and the Amherst Fire Rescue for \$2,080, during the December 9, 2023, weekend.*

*A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to send a request to the German Christmas Market to pay these two expenses, if possible, as a donation.*

*Vote: 5-0-0; motion carried unanimously.*

The Board reviewed its Action Items at this time.

DPW Director Slosek addressed the Board regarding a proposed Clean Water State Revolving Fund (CWSRF) loan. The Department intends to use this funding to create a Lake Phosphorus Control Plan for Baboosic Lake. As long as the process is followed, the loan will be available for 100% forgiveness through the State, for a total of \$100,000.

The Board agreed that DPW Director Slosek should move forward with this item.

There was discussion regarding PFAS activities in Town. Selectman Stoughton expressed concern regarding the costs for this project and the potential need to use ARPA funds on a strict timetable. There was agreement that additional information is needed from the State.

## **6.2. Town Treasurer Job Posting**

It was noted that this job posting is listed on the Town website and the NH Municipal Association job site.

## **6.3. Microtime Contract Renewal**

Jennifer Stover, Executive Assistant, explained that the contract includes a monthly fee increase, due to a cost-of-living adjustment, to approximately \$10,000/month. There are options for a one-year, or two-year contract, or a three-year contract at the same annual rate as the two-year price. Microtime has agreed to quarterly pulse checks to determine any needs.

Town Administrator Shankle suggested the Board approve the two-year contract.

131 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
132 *authorize the Town Administrator to enter into a two-year contract with Microtime for*  
133 *managed information technology services at a monthly rate of \$9,888.50.*  
134 *Vote: 5-0-0; motion carried unanimously.*

## 136 **7. Staff Reports**

### 137 **7.1. APD Full-Time Hire - Anthony Culotta**

138 Police Chief Ciampoli stated that Anthony Culotta has recently completed a comprehensive  
139 background investigation after receiving a conditional offer of employment for a full-time  
140 police officer. Mr. Culotta is currently in the process of having his law enforcement  
141 certification transferred to the State of NH which is anticipated to occur on February 27<sup>th</sup>. Mr.  
142 Culotta brings a wealth of experience, and the Department looks forward to him starting his  
143 full-time employment on March 4, 2024.

144  
145 *A MOTION was made by Selectman Grella and SECONDED by Selectman Pray to accept the*  
146 *appointment of Anthony Culotta to the position of full-time (non-exempt) Patrolman at Grade*  
147 *9-Step 4 on the Police Union pay scale (\$30.10) with an effective start date of March 4, 2024,*  
148 *with all of the benefits outlined in the attached offer letter.*

149 *Vote: 5-0-0; motion carried unanimously.*

### 151 **7.2. DPW Excavator Purchase**

152  
153 DPW Director Slosek explained that, as per the DPW Vehicle & Equipment Replacement  
154 Plan, the Department is scheduled to purchase a wheeled excavator in FY24. Quotes were  
155 solicited from three separate vendors for similar machines. It became clear that the options  
156 were Hyundai or Volvo. The Department reviewed Brookline's Volvo excavator and  
157 Milford's Hyundai excavator. The prices for each were within \$4,000 of each other. All  
158 quotes included a digging bucket, tilt grading bucket, and rotator. The total cost includes  
159 \$68,000 of ARPA funds, \$144,739 from Block Grant funding, and the remaining amount from  
160 the DPW's FY24 budget.

161  
162 Selectman Stoughton noted that he believed \$92,000 of the Block Grant funds was proposed  
163 for this item, with additional money toward road reconstruction. DPW Director Slosek  
164 explained that \$32,000 of the road reconstruction funds were able to be paid from last year's  
165 budget, allowing for extra Block Grant funding to be used toward this purchase.

166  
167 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to award*  
168 *the purchase of one 2023 Hyundai HW170ACR wheeled excavator from Chappell Tractor,*  
169 *with specified implements, for the amount of \$300,800.00, utilizing Sourcewell contract*  
170 *pricing.*

171 *Vote: 5-0-0; motion carried unanimously.*

### 173 **7.3. DPW Truck Purchase**

174  
175 DPW Director Slosek explained that, as per the DPW Vehicle & Equipment Replacement  
176 Plan, Truck 4 is scheduled for replacement this year (FY24). Truck 4 had been scheduled for  
177 replacement in FY23, however the decision was made to replace the DPW loader at that time



178 due to unforeseen electrical problems. Truck 4 is an International CDL class truck. A quote  
179 was received from the regional International Dealer, Allegiance Trucks (formerly Liberty  
180 International), for a 2025 model replacement for the cab & chassis. The price quoted is based  
181 on the State of NH pricing level. The quoted price of \$119,500.00 is for a truck manufactured  
182 in 2025. If the truck is manufactured in 2024, the price will be slightly less at \$117,275.00.  
183 The Department plans to come to the Board after the Town vote in March to request another  
184 truck purchase from Allegiance. The intention is for this amount to come from the CRF.

185  
186 In addition to the cab & chassis, quotes were solicited from two regional truck body shops.  
187 Out of the two options, Viking Cives had the best price. The recommendation is to award the  
188 purchase of the cab & chassis from Allegiance Trucks, and the body with associated plow  
189 equipment from Viking Cives.

190  
191 *A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to*  
192 *approve the sole-source purchase of a 2025 International HV507 SFA truck from Allegiance*  
193 *Trucks for an amount not to exceed \$119,500. This purchase will utilize State of NH level*  
194 *pricing. Further, to approve the purchase of a truck body for said truck from Viking Cives for*  
195 *the amount of \$107,900. This purchase will utilize Sourcewell contract pricing. The total*  
196 *combined purchase price of truck and body shall not exceed \$227,400.00.*

197 *Vote: 5-0-0; motion carried unanimously.*

## 198 199 **8. Approvals**

### 200 **8.1. Donation to ACC**

201  
202 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
203 *approve a generous \$500 donation to the Amherst Conservation Commission from Joseph*  
204 *O'Neill.*

205 *Vote: 5-0-0; motion carried unanimously.*

### 206 207 **8.2. Raffle Permit - The Rotary Club of Milford, Annual 100 Holes of Golf**

208  
209 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
210 *approve the request for a raffle permit for the Rotary Club of Milford for the sale of raffle*  
211 *tickets from early March to June 14, 2024; drawing to be held at the Amherst Country Club*  
212 *on June 14, 2024.*

213 *Vote: 5-0-0; motion carried unanimously.*

### 214 215 **8.3. Baboosic Lake Community Septic Warrants**

216  
217 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
218 *approve and sign the Community Septic Warrants due April 1, 2024 as follows:*

219  
220 *Phase I           \$2,183.28*

221 *Phase II          \$2,530.90*

222 *Phase III         \$6,878.85*

223 *Phase IV         \$4,838.33*

224

225 *Vote: 5-0-0; motion carried unanimously.*

226

227

#### **8.4. Assessing**

228

#### **Veteran Tax Credit**

229

230

**Item A.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

231

232

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the Veteran Tax Credit for Map 004, Lot 052-047 commencing in Tax Year 2024.*

233

*Vote: 5-0-0; motion carried unanimously.*

234

235

**Item A-1.** The attached Veteran Tax Credit Application has been reviewed. The applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year. There are two eligible veterans that reside in this household.

236

237

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the Veteran Tax Credit for Map 003, Lot 001-000 commencing in Tax Year 2024.*

238

*Vote: 5-0-0; motion carried unanimously.*

239

240

**Item A-2.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year. There are two eligible veterans that reside in this household.

241

242

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the Veteran Tax Credit for Map 003, Lot 001-000 commencing in Tax Year 2024.*

243

*Vote: 5-0-0; motion carried unanimously.*

244

245

**Item A-3.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2025 tax year.

246

247

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the Veteran Tax Credit for Map 003, Lot 079-000-009 commencing in Tax Year 2025.*

248

*Vote: 5-0-0; motion carried unanimously.*

249

250

**Item A-4.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

251

252

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the Veteran Tax Credit for Map 008, Lot 034-000 commencing in Tax Year 2024.*

253

*Vote: 5-0-0; motion carried unanimously.*

254

255

**Item A-5.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

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271 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
272 *approve the Veteran Tax Credit for Map 004, Lot 060-013 commencing in Tax Year 2024.*  
273 *Vote: 5-0-0; motion carried unanimously.*

274

### 275 **Solar Exemption**

276 **Item B.** The attached solar exemption application provided has been reviewed and the  
277 applicant qualifies for the Tax Credit under RSA 72:62 for the 2024 tax year.

278

279 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
280 *approve the solar exemption in the amount of \$17,500 for Map 002, Lot 125-008 commencing*  
281 *in tax year 2024.*

282 *Vote: 5-0-0; motion carried unanimously.*

283

## 284 **8.5. AP and Minutes**

285

### 286 **Accounts Payable**

287

288 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
289 *approve one (1) Accounts Payable Manifest in the amount of \$4,997.93 dated February 6,*  
290 *2024, subject to review and audit. (Vendors)*

291 *Vote: 5-0-0; motion carried unanimously.*

292

293 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
294 *approve one (1) Accounts Payable Manifest in the amount of \$614,913.61 dated February 12,*  
295 *2024, subject to review and audit. (Vendors)*

296 *Vote: 5-0-0; motion carried unanimously.*

297

### 298 **Minutes**

299

300 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
301 *approve the Board of Selectmen meeting minutes of February 5, 2024, as presented.*

302 *Vote: 5-0-0; motion carried unanimously.*

303

304 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
305 *approve the Board of Selectmen meeting minutes of February 7, 2024, as presented.*

306 *Vote: 5-0-0; motion carried unanimously.*

307

308 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
309 *approve the Board of Selectmen meeting minutes of February 12, 2024, as amended.*

310 *Vote: 5-0-0; motion carried unanimously.*

311

## 312 **7. Action Items**

313 *This item was previously addressed.*

314

## 315 **8. Old/New Business**

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317 None at this time.

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**12. Adjournment**

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to adjourn the meeting at 7:51pm.  
Vote: 5-0-0; motion carried unanimously.*

**NEXT MEETING: March 18, 2024**

\_\_\_\_\_  
*Selectman Bill Stoughton*

\_\_\_\_\_  
*Date*

DRAFT